



**California Health Benefit Exchange  
(Covered California)  
RFP 2013-08 Clinical and Network Analytics  
DRAFT**

**January 15, 2014**



## Covered California's Call to Partnership On Behalf of Individuals Served by the Affordable Care Act

As a central part of the Affordable Care Act in California, Covered California is driving historic change for individuals and the health care system overall. Expansion of Medi-Cal, affordable insurance based on an individual's ability to pay rather than their health status, standardized and essential benefits and a wide range of products and networks have been the starting point for this historic change. In order to sustain and accelerate these critical steps in health reform, Covered California will need to continue its role as an "active purchaser", which requires a sophisticated analytics capacity to support a wide range of access, health equity, quality and network management decisions and policy commitments. Under all circumstances, ensuring enrollee privacy and security, consistent with HIPAA and all applicable regulations, is an essential covenant and expectation between Covered California and its enrollees. The analytics partner(s) chosen must have demonstrated familiarity and credibility in all phases of privacy and security that will allow Covered California to drive critical change AND maintain all phases of enrollee privacy and security.

Covered California's commitment to clinical quality and delivery system reform are well described in many public documents, are consistent with the "Triple Aim" and are the starting point for the selection of the right analytics partner(s). However, analytics capable of supporting a large purchasing organization are not sufficient for the new needs that have emerged with Exchanges. Tools, filters and analysis based on "metal tier", "rating regions", "premium subsidy level", "race, ethnicity and other demographics" and network analysis that incorporates concepts such as "essential community provider" are all examples of the new order of expectations for Exchanges and the enrollees they serve. What is critical to the success of Covered California and its selected partner(s) for analytics is a true spirit of partnership that accepts the limitations of current approaches and sees the new requirements as driving new competencies and strategic success for the selected organization(s). Further, while claims and encounter information from participating health plans will be a core input to the analysis needed by Covered California, early on the selected partner(s) will distinguish themselves by developing reproducible and scalable analysis based on data that is most available, including enrollment, pharmacy claims and provider roster information. For example, information is already available regarding enrollee demographics, residence zip code, plan and metal tier selected as well as provider availability in specific geographies. This data can serve as a rich, but non-traditional, source of information that can be used to ensure appropriate access, capacity and demographically appropriate support for enrollees well ahead of the availability of claims information.

Further, access and use of available public data sets (such as OSHPD and California vital statistics) an ability to coordinate with the existing California All Payer Claims Database (APCD), and a demonstrated ability to highlight the relationship of networks to provider payment structures and performance will further distinguish the selected analytics partner(s). Finally, a strategic commitment to identification and analysis related to health disparities and ensuring health equity must exist and be more than aspirational. In sum, the selected organization(s) will partner with Covered California to design the



analytics that will support the future of the individual market, especially those supported by subsidies available through the Affordable Care Act.

With those objectives in mind, Covered California encourages all interested parties to fully review this Request for Proposals (RFP), and if qualified, to respond. Proposals are due at 3 pm PST on April 7, 2014. A contract award announcement is tentatively scheduled for May 12, 2014. A more detailed procurement schedule is outlined in section 1.3.

Organizations should pay particular attention to Covered California's Key Business Objectives in section 1.4, which are closely related to the contractual requirements of Qualified Health Plans (Issuers) outlined in the Covered California QHP Contract for 2014, with emphasis on Attachment 7 (included in the RFP Procurement Library).

Please also carefully review the minimum qualification requirements in section 4.3, which are also included in this cover memo.

If the Vendor (Prime and/or Subcontractor) cannot demonstrate compliance with all of these requirements to Covered California, the Vendor proposal may be rejected.

- Multi-payer business: vendor claims/enrollment data services clients include a minimum of 1 multi-payer arrangements defined as an APDB, CMS Qualified Entity, private health exchange, Medicaid program that involves multi-payer data services, or a "bundled client arrangement" such as a benefits administrator services entity with multiple participating health plans or employers.
- California Issuer business: vendor claims/enrollment data services clients include at least two (2) of the Covered California Issuers that includes claims and enrollment dataset services, including Anthem, Blue Shield of California, Chinese Community Health Plan, Contra Costa Health Plan, Health Net, Kaiser, LA Care, Molina, Sharp, Valley Health Plan, Western Health Advantage. It is desirable, but not mandatory, that vendor has built interfaces to at least half of the Issuers contracted with Covered California
- Client base: vendor claims/enrollment data services clients account for a minimum of 10 million lives
- Company size expressed in revenue, age, profits and headcount meets all of the following: - \$100M in revenue, profitable for 90% of quarters since founding, greater than 5 years in business, and more than 500 employees

Covered California thanks you for your interest and potential participation in this process.



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## 1.0 General Information

### 1.1 Introduction

In order to meet its obligations under Federal Affordable Care Act (ACA) requirements and to fulfill its role as an “active purchaser” on behalf of enrollees, Covered California (CC) intends to have the internal capacity to analyze quality, access and health disparity information applicable to its enrollees, as well as the Qualified Health Plans (Issuers) and providers that serve them. While Issuer monitoring for contractual compliance and assessment of publicly available information are important methods for achieving some of these goals, “active purchasing” requires an independent capability for analytics using standard and normalized information sets, standardized risk adjustment, and cross regional and cross Issuer analysis. Similar to the California Department of Health Care Services (DHCS) and most large employer purchasers, Covered California needs to ensure the capacity for independent analysis is available for key activities such as identification of at-risk enrollees and measurement of potential health disparities specific to a local geography served by multiple plans. Several capabilities are needed, including data aggregation, data analysis, software licenses, interface and transformation services, data storage, data security, data hosting and overall program and vendor management.

Significant progress has been made toward the overall goal of self-sufficiency specific to clinical and network analytics capacity. In addition to extensive quality initiatives and reporting obligations of the individual Issuers, the Issuer QHP Contract for 2014 specifically calls for submission of Issuer data to a qualified aggregator and analytics partner to enable clinical and network analysis. Covered California has executed contracts with each Issuer that includes a specific provision for data submission.

### 1.2 Sole Point of Contact

Kelly Long  
California Health Benefit Exchange  
E-mail address: hbexsolicitation@covered.ca.gov

560 J Street, Suite 290  
Sacramento, CA 95814

### 1.3 Procurement Schedule

The following table documents the critical pre-award events for the procurement. All dates are subject to change at Covered California’s discretion.

**Table 1. Procurement Schedule**

Procurement Schedule	
Issue DRAFT RFP	January 15, 2014
DRAFT RFP comment period closes	February 3, 2014. 3 pm PST at the Covered California “front desk”



Procurement Schedule	
DRAFT RFP comments are posted	February 5, 2014
FINAL RFP issued	February 20, 2014
Vendor Questions due	March 3, 2014. 3 pm PST at the Covered California “front desk”.
Responses to Vendor Questions are Posted	March 10, 2014
Vendor Conference – MANDATORY FOR ORGANIZATIONS SUBMITTING PROPOSALS	March 17, 2014- tentative
Vendor Letter of Intent Due	March 21, 2014. 3 pm PST at the Covered California “front desk”.
Proposals Due	April 7, 2014. 3 pm PST at the Covered California “front desk”.
Vendor Demonstrations/Oral Presentations	April 14-18, 2014
Tentative Award Announcement	May 12, 2014
Protest Deadline	May 16, 2014 3 pm PST at the Covered California “front desk”.
Anticipated Contract Start Date	June 16, 2014

## 1.4 Project Overview and Objectives

The overall vision for Quality, Network Management and Delivery System Reform are presented in attachment 7 of the Issuer QHP Contract for 2014.<sup>1</sup> Broadly, the mission of Covered California (the “Exchange”) is to increase the number of insured Californians, improve health care quality and access to care, promote better health, lower costs, and reduce health disparities through an innovative and competitive marketplace that empowers consumers to choose the health plan and providers that offer the best value. The Exchange’s “Triple Aim” framework seeks to improve the patient care experience including quality and satisfaction, improve the health of the population, and reduce the per capita cost of health care services. Covered California seeks to conduct advanced analytics to assess performance of both the Exchange and its contracted health plans.

Examples of use cases include:

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<sup>1</sup> Attachment 7 of the Issuer QHP contract may be accessed at <http://www.healthexchange.ca.gov/Solicitations/Documents/QHPModelContractAttachments-Final.pdf>





1. Provider network adequacy: Determine Issuer-specific and geographic network adequacy, including the use of Essential Community Providers (“ECP”); provide projected and actual enrollment by region and zip code match enrollment capacity estimates and open practice estimates for individual Issuers and across all Issuers serving a specific region or sub-region. Comparing that capacity with open practice information available for primary care physicians.
2. Risk mix and segmentation: Assess concurrent and prospective member risk among participating Issuers and distribution across metal levels to support risk adjustment modeling.
3. Issuer quality: Maintain and report Issuer quality of care and service performance for existing, scored Healthcare Effectiveness Data and Information Set (HEDIS) and Consumer Assessment of Healthcare Providers and Systems (CAHPS)-reported measures for Covered California enrollees; construct and report HEDIS administrative only measures for Covered California enrollees; and construct and report other industry-standard measures.
4. High severity of illness patient care: Identify and follow-up of “at risk” enrollees for intensive care management and/or referral to integrated care providers such as Primary Care Medical Home (PCMH), Intensive Outpatient Care Program (IOP) or Accountable Care Organizations (ACO).
5. Care management/integration services: Identify and promote integrated care providers within individual Issuer networks and across Issuers in specific geographies.
6. Health disparities reduction: Identify vulnerable patient populations using enrollment data and Issuer new data submission requirements related to race and ethnicity (e.g., health risk assessment data); and assess vulnerable population access to and quality of care.
7. Hospital quality: Report Issuer network hospital quality using existing, publicly available performance measures results (e.g., Office of Statewide Health Planning and Development (OSHPD), Centers for Medicare and Medicaid Services (CMS) and other).
8. Physician reporting -- patient care interventions: Determine enrollee health status, clinical risk level, use of appropriate preventive health services, medication compliance, gaps in care and explicit or imputed physician most likely responsible for ensuring high quality care.
9. Care continuity: Assess transitional care needs of enrollees new to coverage or transitioning from a previous care provider; particular focus on enrollees whose coverage shifts between Medi-Cal and Covered California.
10. Enrollee choice of doctor, practice or medical group -- physician and practice performance ratings: Assess physician/practice quality and cost performance relative to peers (specialty, practice type and geography), including the use of third party data sets in conjunction with Issuer submitted information
11. Enrollee affordability of care: Determine enrollee out of pocket costs claims experience for individual procedures and services as well as standard episodes of care, consistent with the enrollees specific benefit plan and cost sharing provisions





12. Payment and benefit design innovation: Assess value-based pricing (including reference pricing), value-based reimbursement opportunities and value-based insurance design opportunities
13. Premium rate negotiations: Assess product-level medical claims costs, utilization and covered population's illness severity – historical and prospective costs to support rate development and contract negotiation.
14. Health plan contract renewal: Evaluate Issuer compliance with contractual terms per Attachment 7 Quality, Network Management and Delivery System Standards
15. Member choice of health plan: Assess if members are choosing health plans that match their needs.
16. Development of Covered California-specific performance measures: Provide measures development resources to expand vendor's measures library to add Covered California priority measures. Vendor's shall provide scope of work and cost assumptions to develop and implement new measures per Section 2 examples.

The scope of work required from this RFP is detailed in Section 2.0 of this document.

**NOTE:** Covered California may choose to separate contracts for Data Aggregation services from Data Analytics. In that case bidders may participate in one or both pursuits, but cannot make one pursuit contingent on selection for the other. We are not opposed to working with multiple vendors who provide the best solution at the best price, and we are willing to work with a single vendor who coordinates multiple vendors considered to be best in class for specific functions or type of analysis.

## **1.5 Contract Information**

### **1.5.1 Contract Reviews**

All contracts are subject to review and approval by the Board, the Executive Director and the Chief Information Officer of Covered California.

### **1.5.2 Contract Type and Terms**

Covered California will enter into a fixed price contract with the winning bidder or bidders if Covered California chooses separate vendors for the Data Analytics and Data Aggregation portions of this RFP. The term of the contract will be three years. At its sole discretion, Covered California may renew this Contract for an additional two one-year renewals; therefore, the maximum term of the Contract is five (5) years.

### **1.5.3 Contract Amount**

Responses from vendors bidding on both Data Analytics and Data Aggregation shall not exceed \$8,470,000 million for the first three years in total costs, with each of the one year renewable costs not to exceed \$2.5 million. Responses that exceed \$8,470,000 million total for the first three years or \$2.5 million in any subsequent renewal year will not be considered for selection.

Responses for Data Aggregation only, shall not exceed \$5,980,000 for the first three years in total costs, with each of the one year renewable costs not to exceed \$1,780,000.



Responses for Data Analytics only, shall not exceed \$2,490,000 for the first three years in total costs, with each of the one year renewable costs not to exceed \$720,000.

#### **1.5.4 External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the RFP is subject to the availability of State and Federal funds. As of the issuance of this RFP, Covered California anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, Covered California reserves the right to withdraw the RFP or terminate the resulting contract without penalty.

### **1.6 Contract Requirements**

The winning vendor or vendors must execute the model contract that will be attached to this RFP when it is released for bids. All proposals, including costs, must be based on the terms in this Model Contract. Proposing vendors must submit as part of their response any exceptions to the Model Contract that they wish to negotiate. Vendor exceptions must be documented in an attachment labeled "Proposal Contract Exceptions." All Model Contract exceptions must be included in the Vendor Proposal at the time of its submission. No additional exceptions may be presented during contract negotiations.

### **1.7 Addenda and Announcements Regarding this RFP**

Covered California will post all official communication regarding this RFP on its portal at <https://www.coveredca.com/hbex/solicitations/> including the notice of tentative award. Covered California reserves the right to revise the RFP at any time. Any changes, addenda, or clarifications will be made in the form of written responses to Vendor questions or addenda issued by Covered California on its website. Vendors should check the website frequently for notice of matters affecting the RFP.

Any contract resulting from this RFP will be between Covered California and the selected Vendor. Any requirements specified herein post award are specifically by and between Covered California and the selected Vendor.

### **1.8 RFP Cancellation/Partial Award/Non-Award**

Covered California reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of Covered California.

### **1.9 Right to Reject Proposals or Portions of Proposals**

Deviations, whether or not intentional, may cause a proposal to be non-responsive and not considered for award. Covered California may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. Covered California's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded a contract. **FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 1.3 PROCUREMENT SCHEDULE OR NOT SEALED, WILL BE REJECTED.**

## 1.10 Submission of Final Proposals

### 1.10.1 Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

### 1.10.2 Bidder's Cost

Costs for developing proposals or attending Bidder conferences are entirely the responsibility of the Bidder and shall not be chargeable to Covered California.

### 1.10.3 Completion of Proposals

Proposals must be complete in all respects as described in the requirements established within the RFP. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all items required in the RFP.

### 1.10.4 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of Covered California, such information was intended to mislead Covered California in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

### 1.10.5 Errors in Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, Covered California may, **AT ITS SOLE OPTION**, retain the proposal and make certain corrections. In determining if a correction will be made, Covered California will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

1. If the Bidder's intent, as determined by Covered California, is clearly established based on review of the complete Final Proposal submittal, Covered California may at its sole option correct an error based on that established intent.
2. Covered California may at its sole option correct obvious clerical errors.
3. Covered California may at its sole option correct discrepancy/errors on the basis that if intent is not clearly established by the complete Final Proposal submittal, the Master Copy shall have priority over additional copies.
4. A bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.



5. A bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
6. Covered California may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum to all parties.
7. Covered California reserves the right to reject any/all bids. Covered California is not required to award an agreement.
8. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
9. No oral understanding or agreement shall be binding on either party.

#### **1.10.6 Contract Award**

Issuance of this RFP in no way constitutes a commitment by the State of California to award an agreement. Covered California reserves the right to reject any or all offers received if Covered California determines that it is in Covered California's best interest to do so. Covered California may reject any offer that is conditional or incomplete. Assumptions made by the Bidder in responding to this RFP do not obligate Covered California in any way. Additionally, assumptions may make the offer conditional and be cause for the offer to be rejected. Responses to this RFP will be assessed based on determining the "Best Value" and the selection, if made, may be to a single Bidder, or Covered California may choose to award two separate contracts, one for Data Aggregation services and one for Data Analytics services. The SOW and the offer will be made a part of the resulting Agreement.

#### **1.11 Protest**

A protest may be submitted according to the procedures set forth below. If a vendor has submitted a proposal which it believes to be totally responsive to the requirements of the solicitation process and believes the proposer should have been selected, according to Section 4.1 - Evaluation Criteria, and the proposer believes Covered California has incorrectly selected another proposer for the award, the proposer may submit a protest of the selection as described below. Protests regarding selection of the "successful proposer" will be heard and resolved by Covered California's Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery. The final day to receive a protest is five (5) business days after vendor selection. Protests must be mailed or delivered to:

<b>Mailing Address:</b>
California Health Benefit Exchange
Attn: Peter Lee, Executive Director
560 J Street, Suite 290
Sacramento, CA 95814



## **1.12 Disposition of Bids**

Upon bid opening, all documents submitted in response to this RFP will become the property of the State of California, and subject to Government Code 100508. Certain documents may be considered public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

## **1.13 Subsequent Solicitation**

At the Covered California's sole discretion, after the contract award has been made and the agreement has been executed, if the agreement is terminated with or without cause after performance has begun, Covered California may engage the next-highest-ranked bidder without performing a subsequent solicitation.

## **1.14 Addition or Subtraction of Services**

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the scope of work may be modified to add or remove services through an addendum. If bids have been submitted at the time Covered California posts the addendum, Covered California may restrict responses to the addendum so that only those entities that have submitted bids in response to the initial solicitation may respond to the addendum with the modified services.

## **1.15 Agreement Execution and Performance**

Performance shall start no later than the express date set forth in the RFP by Covered California after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon date and time, Covered California, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to Covered California for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agency contract agreement.



## **2.0 Overview and Scope of Work**

### **2.1 Overview**

Covered California has an objective to develop analyses regarding the effects that the Covered California created marketplace has on the health of California residents and the quality and cost of the care they receive. To achieve this objective, Covered California is procuring one or two vendors to perform two independent but interrelated scopes of work, as described in this section. The overall goal is to collect and manage data from the constituent Issuers and other partners, and to provide meaningful analytics as needed to respond to information requests from internal and external Covered California stakeholders.

Per the terms of this RFP, any vendor submitting a proposal may elect to propose a solution (technical capabilities and services) for one or both of the scopes of work, but may not tie acceptance of award of one scope of work to acceptance of award of the other scope of work. It is anticipated that both of these vendors will be required to host and maintain the technical environment for each of their functions.

The two scopes of work are described below:

#### **2.1.1 Data Aggregation**

The Data Aggregation scope of work includes the collection, organization, normalization, profiling and reporting on the data collected from the Qualified Health Plans, Covered California internal systems, and partners' systems. The Data Aggregation scope will include at minimum:

1. Develop and operate extract, transform and load (ETL) related processes
2. Design, development and deployment of the interfaces to common data sources
3. Import of Issuer medical claims, prescription drug, enrollment, plan administrative services and other health plan datasets
4. Acceptance of data in standardized or alternate formats,
5. Import of Covered California or its partner/vendors datasets including: i) Covered California enrollment, ii) member hospital services records from the California all-payer dataset (OSHDP), and iii) Covered California consolidated provider directory data for all Issuers/California providers
6. Preparation of data quality control standards, quality metrics, process for quality assurance in handling missing/bad data, logic and reports
7. Initial and ongoing quality review and quality remediation processes with data submitters
8. Normalization or transformation of the data into standardized data structures
9. Data quality assessment, including control totals, data gaps, and implications for risk assessment, provider attribution, condition groupers and measures reporting.



10. Execution of data submission acceptance agreements with Data Analytics vendor pursuant to data quality results match between Data Aggregation and Data Analytics vendors
11. Establishment and maintenance of member and provider unique identifiers, and de-identification of data for use by Covered California and other vendors or partners
12. Creating and transmitting data extracts to Covered California vendors or partners (e.g., All Payer Claims Database (APCD) partner)
13. Preparation and maintenance of documentation for all data aggregation activities, including Data Dictionary and field mapping
14. Development and maintenance of business relationships with all data suppliers and consumers
15. Development and maintenance of the technology required to support the entire scope of work, including coordination and appropriate integration with the Data Analytics scope of work
16. Provide ongoing training, relevant training materials and knowledge transfer to Covered California staff
17. Establish Service Level Agreements (SLAs) for Extract, Transfer and Load (ETL) performance and review ETL performance regularly with Covered California to optimize fine tune as necessary
18. Ensure Data and format validation to confirm the integrity of data's structure and syntax.
19. Data transformation should convert and translate from any external or internal file and message format to a canonical format.
20. Data Normalization to cleanse and match data and handle all exceptions to ensure high quality data.
21. Data enrichment to access additional sources and systems to extract and append additional information necessary to create a complete data set.
22. Data mapping to plot the format and structure of data between its source and target systems according to certain transformation rules and business logic.

### **2.1.2 Data Analytics**

The Data Analytics scope of work includes the analyses of the data collected and organized by the Data Aggregation scope of work, including developing and running queries and reports, both in periodic standardized formats, parameter driven reports and through ad hoc requests. This scope of work will include assistance for Covered California in identifying new meaningful queries to run, generating new reports, supporting parameter driven reports and ongoing analytics efforts, and assisting in the interpretation of the resulting reports.

This work is considered in four components:

1. Use of business intelligence tools to the data that cover a myriad of analyses, including, but not limited to, risk adjustment, identification and stratification, episode of care groupings, gaps in care analysis, and predictive modeling. The



Vendor is expected to have a library of analytic tools to bring to this project, and is also expected to deliver ongoing additions, enhancements and refinements to the library, as needed by Covered California and in alignment with industry best practices. The Vendor is also expected to support the application of this intelligence to the data sets.

2. Determination and management of standard reports specific to each Issuer and any cross-plan regional reporting, such as but not limited to, Emergency Department utilization, hospital re-admission rates by zip code and gaps in essential community providers. The capabilities to generate reports and the ability to support the generation of the reports including the interpretation of the reports and results
3. Analytics staffing competencies and analytics application flexibility to create and interpret “ad hoc” reports specific to new or unanticipated standard reports. This might include comparing the network composition in a subarea of a rating region, assessing Issuer capacity in a zip code cluster for a specific metal tier based on number of open practices, etc. These tasks may be requested by Covered California staff or other partners and could be executed by Covered California personnel.
4. Development and maintenance of the technologies necessary to support this scope of work, including coordination and appropriate integration with the Data Aggregation scope of work
5. Documentation to include but not limited to configuration, administration process, procedure and covered California Software deployment specification in all development stages.

### 2.1.3 Key Milestones and Tasks

Covered California has identified high level milestones for achieving the goals of these scopes of work. The Vendor(s) will be expected to meet these dates, or provide acceptable alternatives.

**Table 2. Key Milestones and Tasks**

Key Milestones and Tasks	Start Date	End Date
<b>Data Aggregation</b>		
Complete all 11 Issuer, CalHEERS and other interface requirements and testing; normal data and ensure data storage and security	June 16, 2014	December 31 2014
<b>Data Analytics</b>		
Begin design of standard reports; conduct basic analytics, provide experienced analytic professionals	August 2014	December 2014
Begin production of standard and ad hoc reporting consistent with the QHP Contract requirements, board objectives and Federal requirements as previously described and new analysis related specifically to supporting existing and new enrollees with high quality care	December 2014	On going

## **2.2 Scope of Work (Services to be Provided)**

### **2.2.1 Data Aggregation and Hosting Services**

#### **2.2.1.1 Data Submission Planning and Preparation**

1. The Data Aggregation Vendor, working with Covered California, its data suppliers and vendors, will execute data usage/security agreements and ensure that all steps have been taken to comply with all applicable Federal and State laws and regulations, including all privacy and security requirements related to personally identifiable information, state regulations and regulatory requirements specific to Minimal Acceptable Risk Standards for Exchanges suite (MARS-E) and National Institute of Standards and Technology (NIST) 800-53 operating under the Affordable Care Act.
2. The Data Aggregation Vendor will establish a data submission, standardization and aggregation plan to include a schedule of data transfers, reconciliation of control totals, reporting and any data error exception handling (i.e., any data that will need to be sent back to Issuer for verification), between Covered California, its data suppliers and the Data Aggregation Vendor's operations
3. The Data Aggregation Vendor will ensure a clear detailed design to insure data integrity between data sources
4. The Data Aggregation Vendor will provide the Project Management necessary to ensure the success of data aggregation services, fulfill the requirements for the scope of this work effort and to comply with all of Covered California's governance processes.
5. The Data Aggregation Vendor will ensure that complete data feeds are tested, audited and in production according to the timeline outlined in this document.
6. The Data Aggregation Vendor will draft Issuer submission technical specification and data transfer guidelines in alignment with the QHP Contract for 2014, working actively and directly in partnership with the QHP Issuers. The Data Aggregation Vendor must make reasonable efforts to accommodate methods preferred by Issuers, while maintaining data consistency and security
7. The Data Aggregation Vendor will work in partnership with the Issuers to develop the mechanism to receive data from the Issuers, including:
  - a. Provision of a unique ID algorithm for Issuer data submission that will allow the Data Aggregation Vendor to link members across products and across Issuers, using a secure, encrypted file transfer methodology
8. The Data Aggregation Vendor will prepare and maintain database infrastructure for receipt, processing, and organization of Issuer data, and other key data sources such as Covered California's CalHEERS, ABE and Oracle RightNow CRM, and other data sources identified by Covered California in the Interface List as a part of Non-Functional Requirements



9. Data collection and database requirements will comply with the Issuer QHP Contract, including ANSI X12 compliance

An initial understanding of the other vendors and partner systems that the Data Aggregation Vendor will need to collect information from, or interface with, are included in the table below

**Table 3. Initial Understanding of Vendors and Partners of Covered California**

System / Partner Type	Description
Issuers – Qualified Health Plans	<p>The contracted Issuers are the basis for of the Covered California business, and have all signed contracts including the data submission language in the QHP Contract for 2014, included as Attachment 7.</p> <p>Note: Several Issuers offer multiple product types (HMO, EPO, PPO). Further, one of the twelve issuers is currently not being offered on the Exchange but may be reactivated at any time.</p>
CalHEERS	CalHEERS is the Covered California Health Insurance Marketplace Eligibility and Enrollment system, and it is also the system of record for the regular submission of each Issuer provider directory information
CHPI	<p>California Health Performance Information System is the State Multi-Payer Claims Database, which currently has information on over 12 million members from Blue Shield, Anthem Blue Cross, United Healthcare and Medicare.</p> <p>CHPI may be a future partner with Covered California for data aggregation exchange processes to support provider-level performance measurement and reporting</p>
DHCS	California Department of Health Care Services (DHCS) is the State Medicaid Agency and has over 8 million enrollees. A portion of this population will transition between Medi-Cal and Issuer plans on a regular basis based on income qualification levels.
CalPERS	California Public Employees' Retirement System (CalPERS) is a potential partner to understand the health of the State population beyond the scope of the Issuers
CalSIM	California Simulation of Insurance Markets (CalSIM) provides demographic analysis on the California population from which much of the enrollment projections have been derived
Vital Statistics	State vital statistics data sources that can be used in constructing quality measures
Census Data and other public data	Other public or partner data that can be used in constructing quality/cost measures and for risk adjustments

OSHPD	Office of Statewide Health Planning and Development (OSHPD) is responsible for collecting data and disseminating information about California's healthcare infrastructure, promoting an equitably distributed healthcare workforce, and publishing valuable information about healthcare outcomes.
CHIS	California Health Interview Survey (CHIS) is the nation's largest state health survey and a critical source of data on Californians as well as on the state's various racial and ethnic groups.

### **2.2.1.2 Data Collection and Quality Control**

Primary data collection tasks include creating the capacity for accepting health care claims, encounter and enrollment files from Issuers and additional enrichment data from other sources that will comply with applicable data use agreements and privacy and security safeguards (i.e., compliant with MARS- E and NIST 800-53), running primary data structure and format checks, agreed to by Covered California and the vendor. Data Aggregation Vendor data collection and data quality control activities include:

1. The Data Aggregation Vendor will draft Issuer submission technical specification and data transfer guidelines in alignment with the QHP Contract, working actively and directly in partnership with the Issuers. The Data Aggregation Vendor shall make reasonable efforts to accommodate methods preferred by Issuers, while maintaining data consistency and security.
2. The Data Aggregation Vendor will establish a secure, encrypted file transfer protocol to receive data from the Issuers.
3. The Data Aggregation Vendor will prepare database infrastructure and quality control standards for receipt, processing, and organization of data, (e.g. enrollment, provider, administration, claims, disease/care management, encounters, capitation payment, etc.) from all data suppliers.
  - a. Prepare data quality control standards, logic, and report templates
  - b. Conduct data quality review and quality remediation processes with data suppliers
  - c. Quality review to include per person and other benchmarking using vendor supplied benchmarks (e.g., claims per 1,000 members, inpatient PMPM, ratio of generic to brand name prescriptions, etc.)
4. The Data Aggregation Vendor, at key milestones, will conduct data quality review sessions with Covered California staff and data submitters (and the Analytics Vendor if such vendor is a separately contracted service). Vendor will provide Issuer-specific status reports to Covered California including measures of data submission timeliness, completeness, and error rate.
5. The Data Aggregation Vendor will perform cross Issuer comparisons to assess quality and stability of the information, including comparisons of public vs. private payers



- a. Provide feedback and technical assistance to Issuers on data completeness and quality, including error edit reports, processing resubmitted data files, etc. Provide data submitters with their frequency/output totals for key fields to review, verify, and update as needed/required.
- b. The Data Aggregation Vendor will comply with any provisions of the Covered California QHP Contract and California law that require a data supplier review and validation period. During this time, each data supplier will have the opportunity to review the frequency/output reports for their submissions against the total database and identify discrepancies in their data

### **2.2.1.3 Data Consolidation**

The Data Aggregation Vendor will consolidate, synchronize and rationalize all of the collected data from the previous task according to Covered California requirements. The data synchronizations must ensure consistency in the collected data.

The data will be transformed and merged to deliver integrated data structures for analytical purposes adhering to data quality standards. Data quality must also address best practices related to profiling, parsing and standardization, cleansing, matching, monitoring, and enrichment. Data consolidation tools and activities must be scalable to process heavy loads of data.

The Data Aggregation Vendor must combine edited data and create analytic master files and standard reports. These tasks include the following:

1. Construct multi-data supplier, aggregated analytic master files per each relevant time period and other Covered California requirements
2. Incorporate members, for each Issuer, into an unduplicated, linked member file with unidentified but unique IDs. Link all claims to unique member IDs.
3. Incorporate members, across all Issuers and other data suppliers, into unduplicated, linked enrollee file with unidentified but unique member IDs.
  - a. Provision of a unique ID algorithm for all data submission that will allow the Data Aggregation Vendor to receive and create an unduplicated, linked member file across all Issuers and other data suppliers (e.g., Covered California,) with unidentified but unique member IDs
4. Maintain a master provider dataset to include all providers (professionals, facilities, etc.) across all Issuers and Medi-Cal. Covered California and/or its vendors shall provide the master provider file.
  - b. Covered California provision of, and vendor maintenance of a unique ID algorithm for provider attribution that will allow the Data Aggregation Vendor to assign a National Provider Identification (NPI) number for each claim if the NPI is missing. This master file also will contain physician/practitioner affiliation with medical practice, group, hospital or other entity identifiers
  - c. Data Aggregation Vendor, using the claims data, will: i) impute each patient's primary care provider per the Vendor's attribution algorithm, and ii) attribute patients to specialty physicians/practitioners per the Vendor's specialty care attribution algorithm. For selected Issuer products, Vendor will match



patients to a primary care provider using the PCP assignment data in the member file.

#### **2.2.1.4 Ongoing Data Management**

The Data Aggregation Vendor is expected to conduct all activities associated with the maintenance and support of managing the data, database performance, data recovery and integrity as required to meet Covered California requirements and data management standards and policies compliant with MARS- E and NIST 800-53. Activities related to establishment of commonality, consistency and interoperability between various data components including management, monitoring and control of any data integration processes implemented via tools will also be required to be supported.

The Data Aggregation Vendor is expected to develop a comprehensive disposition policy that includes data retention, archiving, and eventual purging of data and data assets that will need to be approved by Covered California.

Specifically, the Vendor will be responsible for the following:

1. Receive monthly member and claims files, conduct edits/quality checks; provide feedback and technical assistance to Issuers as needed; receive and process resubmitted data; update database for past submission timeframes with additional and corrected data
2. Receive from Covered California, and incorporate quarterly provider file updates inclusive of individual physicians and clinicians , hospitals, medical groups, IPAs, community clinics and all other non-hospital facility information provided by the Issuers
3. Receive from Covered California, or its partners/vendors, and incorporate monthly member files. Vendor will merge the Issuer supplied member and Covered California member datasets to produce the optimal, master member dataset
4. Receive from Covered California or its partners/vendors, relatively small datasets that concern: i) Issuer-level data such as accreditation status and contract compliance, ii) member-level data such as complaints, grievances, and iii) benchmark data such as All California access and cost experience per the California Health Interview Survey (CHIS) and Medi-Cal cost and quality benchmarks, and iv) Issuer-specific Essential Community Provider demographic directory data (currently not integrated in the master provider directory dataset)
5. Maintain clean, updated, unduplicated member, claim and provider files and provide routine extracts to a Data Analytics Vendor that culminate in Data Analytics Vendor formal acceptance of these routine extracts

#### **2.2.1.5 Data Hosting and Access**

When the data intake, cleaning, enhancement, and reporting phases are complete, the data may be housed or hosted in a central location. Hosting tasks will include providing a data storage space that:

1. Is protected from physical damage; unauthorized access and compliant with data security standards compliant with MARS-E and Covered California Information Security and Privacy Policies;



2. The data center must complete an independent SAS70/SSAE 16 Audit on annual basis
3. Maintain a secure and encrypted database environment
4. Maintain secure, encrypted file transfer and data communications at all times
5. Maintain an acceptable emergency back-up plan for database
6. Has ample size for Covered California's growing needs, designed for rapid data loading and business intelligence tools, and can be scaled
7. . Can be securely connected to the Covered California Analytics Vendor's infrastructure, or Covered California internal data centers.

The Data Aggregation Vendor is expected to provide all hardware, software, security, privacy and technical support to ensure that the Covered California data is full secure, available 24/7 for reporting, and fully backed up at a secondary location. Such vendor responsibilities include:

1. Procure and acquire necessary hardware for data hosting
2. Maintain up-to-date database and operating system, including up-to-date patches

#### **2.2.1.6 Data Sharing and Use**

Subsets of the data contained within the Data Aggregation Vendor solution will need to be shared with partners, as authorized by Covered California

The Data Aggregation Vendor will:

1. Execute data usage/security agreements with Covered California, its data suppliers and vendors. Data Sharing and Use will comply with all applicable Federal and State laws and regulations, including all privacy and security requirements related to personally identifiable information, state regulations and regulatory requirements specific to Minimal Acceptable Risk Standards for Exchanges suite (MARS-E) and National Institute of Standards and Technology (NIST) 800-53 operating under the Affordable Care Act.
2. Document and verify the data extract requirements with Covered California and its partners. Such documentation shall include affirmation that the data extract is compliant with all applicable contractual, privacy, security and other regulatory terms.
3. Document and design the appropriate data query to organize and structure the data to be shared. This shall include encryption for security, masking for redaction or organizing for personal data anonymity and encryption for all data in transit and at rest.
4. Run the query and generate the data file in the requested format
5. Review the data set to ensure data quality, consistency and compliance with privacy rules
6. Deliver the data set in a format that is acceptable to Covered California
7. Extract data sets periodically and transmit to Covered California and/or its partners



## **2.2.2 Data Analytics Services**

This section presents an overview of the scope of work of the Data Analytics Vendor. The capabilities to be provided are described in 5 sub-sections below. The first subsection describes a technology platform providing data and analytic tools, hosted by the Data Analytics Vendor, which will be used by Covered California, its partners, and the Data Analytics Vendor staff to run a variety of queries, reports and more complex interactive analytics. The second subsection describes Commercial-off-the-Shelf (COTS) and the Vendor's applications that will run on the Platform to satisfy a variety of Covered California's needs. Subsection 3 describes the Data Analytics Vendor's capability to build analytic applications to satisfy Covered California's needs where suitable COTS cannot be identified. Subsection 4 describes the analytic services required by Data Analytics Vendor to assist and provide ongoing help for Covered California staff using the Platform and Analytic Applications. The final subsection describes the support and guidance required to make the best possible use out of the data available, the platform provided and the analytic resources available including the Data Analytic Vendor staff and Covered California staff and its partners. The Data Analytic Vendor must comply with all applicable federal and state privacy and security laws in performing this work.

### **2.2.2.1 Analytics Platform Provision**

The Data Analytics Vendor must provide an Analytics Platform that must support various types of users, both internally to the Data Analytics Vendor, and within Covered California and its partners. A suite of standard reports must be available to users to run and customize for their own needs. The Data Analytics Vendor, in their response, should detail which reports will be "standard" and will be available upon go-live, and which will require customization or further development.

This solution must be capable of creating standard, parameter driven and custom/ad hoc reports specifically related to Issuer and other Covered California data. The suite of reports must be, designed to measure general trends (financial, utilization, eligibility, demographics, clinical, etc.) within and across the Issuer and trading partner populations.

The Data Analytics Vendor Platform will provide the following:

#### **User Experience**

1. Summary level reporting processes that are interactive, without the need for user programming or extensive training. The summary level reporting processes must provide ease of use and facilitate immediate user visualization without the need for separate tools;
2. A web-browser based graphical user interface
3. Dashboard summary reporting for both operational and executive use;
4. Ability to share results and include commentary to enable collaboration;
5. Ability and flexibility to access the standard and ad hoc reports;
6. Full role-based and person-level access control to all data assets, capabilities and outputs

## Reporting Functionality

1. Ability, without the need for programming knowledge, to access and report data down to the individual record level, as permitted by the defined security access role for Covered California users;
2. Ability to store and reuse query and report requests created by users. The solution must provide a mechanism for monitoring the usage of stored reports and queries and facilitate clean-up of the report and query library. Includes ability and flexibility to create, define and store the selection criteria for all standard and custom reports as needed by users. For its standard reporting, vendor shall list its available analytic units (e.g., zip-defined geographic region, Issuer product type, physician specialty, member risk-severity status, etc.);
3. Ability and flexibility of selecting records based on a value, or multiple values, of any fields, measures or/and variables. For example, to select records with a procedure or a modifier from the list of all secondary procedures or modifiers on a claim or admission as the selection criteria;
4. Ability to link and summarize all claims and encounters and any other pertinent data at the member- or provider-level;
5. Access to individual records, claims, detailed level data and ability to efficiently download large reports where access needs are immediate ("on-demand"). This function also should be available with drill down capabilities from the summary report without the need to recreate the query, program or use another tool;
8. Capability to extract query results and transmit them directly to other tools for further analysis;
9. Capability to directly access the Data Warehouse for ad-hoc analysis, data mining and reporting;
10. Ability to choose from real-time online queries or batch-mode queries to run at a predetermined time;
11. Full documentation, on a hard and electronic copy, on mapping fields from forms and systems to Data Warehouse and any other tool or applications used; and
12. Full documentation, on a hard and electronic copy, on how to use the new systems; and
13. Ability to restrict data fields in reports based on user role; and
14. Ability to perform optimization and maintenance tasks, provide tools for data warehouse administration such as an Admin workbench for monitoring the health of the data warehouse

### **2.2.2.2 Analytics Applications**

The Data Analytics Vendor Solution should bring a library of analytic functionality as part of the Solution, and have the capability of integrating external COTS applications into the platform to provide users a single experience. Covered California expects that upon go-live, many of the standardized reports will be available for production. The Data Analytics Vendor should clearly delineate which tools and applications are internally developed and proprietary, along with the comparative performance and cost of external



COTS applications. Plus a cost analysis between In-house and COTS applications when applicable.

The Solution is expected to include contemporary and advanced toolsets, including data mining, predictive models and use of graphical output and visualization wherever appropriate, and should facilitate moving between different analyses based on the same data set (e.g. time-based, facility or provider-based, plan based, etc.) and provide drilldown, drill up and drill across capabilities when viewing information.

The Data Analytics Vendor's Solution set should include the ability to profile any subset of the population and/or specific members, providers or Issuers by disease state, by cost (total and enrollee specific), by network utilization, by benefit or product design, by rating region, or by health status or risk category, as determined by Data Analytics Vendor's identification and stratification methodologies.

Vendor shall detail its capabilities to produce the following sample analytics:

1. Unique enrollee/member identification and tracking across Issuers and products.
2. Risk stratification, using appropriate concurrent and prospective risk assessment with documented  $R^2$  for medical and pharmacy claims based models.
3. Diagnostic and condition grouper methodology.
4. Evidenced based gaps in care identification on an enrollee and physician specific basis.
5. Case identification, using retrospective data, for disease and care management programs, and/or enrollment in high risk care coordination, Primary Care Medical Home, Intensive Outpatient Care Program, Accountable Care Organizations, etc.
6. Predictive modeling to identify enrollees appropriate for disease and care management programs, or who are most at risk for future quality and cost events, including use of ER, hospitalization and over/under use of appropriate services.
7. Compliance/adherence indices by enrollee/member.
8. Ability to link to and integrate available data outside of claims information, including member data and marketing and consumer data to support disparities analysis based on income, educational, language or other socio-economic information.
9. Comparative or "reference" pricing analysis using region-specific, standardized pricing benchmarks
10. Utilization and cost analyses based on claims, encounters and capitated payments
11. Bundled payment analysis using industry-defined episodes including, but not limited to Episode Treatment Groupers<sup>TM</sup>, Integrated Healthcare Association bundles, Patient-Centered Episode System (PACES), or Prometheus Payment® provided through Health Care Incentives Improvement Institute.
12. Assessment of health plan performance consistent with NCQA, URAC, CMS Medicare Advantage and California Medi-Cal methodologies and measures.



13. Health Plan quality rating system scoring and performance classification using pre-scored quality and cost measures (e.g., HEDIS and CAHPS) to produce performance ratings for Issuers and product types (HMO, PPO etc.)
14. Assessment of hospital performance consistent with CMS Hospital Value-Based Purchasing and “Quality Compare” methodologies and measures for topics such as re-admission, avoidable complications, mortality, adverse events.
15. Assessment of physician group, physician practice and physician-level performance consistent with National Quality Forum (NQF)-endorsed ambulatory provider and CMS Physician Quality Reporting System (PQRS) methodologies and measures.
16. Physician patient “panel” information for gaps in care, risk scores and intervention priorities for both assigned and imputed patients based on visit history, with appropriate patient attribution methodologies.
17. Patient risk scoring to support clinical and actuarial activities including case-mix adjustment and rate development
18. Projection of future costs to support rate development and contract negotiation
19. Network adequacy studies to assess the relationship of available providers and Covered California existing and projected membership by geographic area. Analyses to include provider type views to assess provider availability by primary care, tertiary care, Essential Community Providers, etc.
20. Comparison of quality, cost and utilization for various periods of times, Issuers, diseases and/or medical conditions, benefit or product designs, and rating regions, with suitable benchmarks based on demographics and geography.

### **Health Information Code Sets, Analytic Tools and Measures Library**

Vendor shall detail the code sets and tools embedded in its analytic services, and its healthcare measures library including the following sample items:

1. Medical services procedure coding (e.g., Health care Common Procedure Coding System, Current Procedural Terminology).
2. Diagnostic coding including its ICD 10 crosswalk to the ICD 9 and DSM-IV code sets.
3. Prescription drug code sets.
4. Diagnostic Related Groups (DRG) and other medical services grouper code sets for inpatient, outpatient/ambulatory facility settings).
5. Treatment/episode of care groups such as: Episode Treatment Groupers™, Medical Episode Grouper (MEG), Integrated Healthcare Association bundles, Patient-Centered Episode System (PACES), or Prometheus Payment® provided through Health Care Incentives Improvement Institute.
6. Risk analytics (e.g., Symmetry Episode Risk Groups® (ERGs), Diagnostic Cost Groups (DxCGs), Adjusted Clinical Group® (ACGs), etc.
7. Performance benchmarks by medical services analytic unit (e.g., episode of care, medical service, per member, etc.), population/payer type (e.g., commercial,

Medicaid, Medicare, etc.), and geography (e.g., California statewide, North/South, county level or rating region level).

8. Patient to physician and patient to medical practice attribution rules.
9. Healthcare performance measures such as:
  - a. Quality Measures (e.g., HEDIS, PQRS or Medicare Shared Savings Program (ACO))
  - b. Utilization and Efficiency Measures (e.g., generic prescription rates)
  - c. Safety Measures (e.g., AHRQ Patient Safety Indicators)
  - d. Appropriateness Measures (e.g., NYU Emergency Department Admission Measures, Choosing Wisely measures,)
  - e. Cost Measures (e.g., Health Partners Total Cost of Care measure)

### **2.2.2.3 Analytics Application Development**

For future applications development, the Data Analytics Vendor must demonstrate their methodology and ability to source required applications, customize them to integrate with their platform and implement them for the benefit of Covered California.

Additional analytics will be required to be developed to enhance and expand the capabilities initially scoped. The selected Data Analytics Vendor will be required to expand its technology capabilities and analytic services to meet Covered California's changing needs, as determined cooperatively between Covered California and the Data Analytics Vendor.

As part of the Analytics Application Development process, Covered California may request the Data Analytics Vendor to expand the capabilities in the technical environment or additional analytics capabilities. Covered California will develop a Statement of Work for the Analytics Vendor for the development of expanded technical capabilities and/or services. Based on the Statement of Work provided by Covered California, the Data Analytics Vendor will develop a Scope of Work that will include Tasks, Milestones, Deliverables and Costs. The Scope of Work will include at minimum the following:

1. On direction from the Covered California, Clinical and Network Analytics, using the agreed to Change Control Process, shall prepare proposals (including business case justification) for the development of analytic applications and tools
2. For approved developments, the vendor shall work with identified Covered California stakeholders to define (functional and non-functional) requirements
3. Optionally design and develop a Proof of concept based on the requirements prior to commitment to build a new application/tool
4. The Development mythology should be well documented and the application/tools should follow SDLC mythologies.
5. Complete functional and system technical design
6. Acquire data (coordinate with data providers, Data Aggregation Vendor– in some cases and with approval of Covered California acquire data directly)



7. Build and test the application/tools, implement and provide training as required
8. Conduct application/tool usage monitoring and refresh analysis

#### **2.2.2.4 Analytics Platform and Applications Support**

The Data Analytics Vendor will propose a data model and analytics approach that addresses the need to integrate the Issuers' claims and enrollment datasets with data from Covered California and its trading partners. The Data Analytics Vendor will integrate the information that has been scored/summarized by a third party per the data model and link the data to the Issuer or other relevant entity. As examples, the Data Analytics Vendor must have the capability to provide and add additional standardized and parameterized reports that draw upon trading partner data such as:

1. State of California regulatory reporting (e.g., DMHC and DOI reporting on Issuer complaints, appeals and grievances)
2. CCIIO Exchange Quality Reporting System reporting (e.g., HEDIS and CAHPS measures' numerators, denominators, and rates)
3. State of California Health Interview Survey (CHIS) reporting (e.g., payer and population benchmarks)
4. CMS Hospital Compare reporting (e.g., California hospital quality benchmarks)
5. Integrated Healthcare Association Pay for Performance Program measures (measure numerators, denominators and rates)

The Data Analytics Vendor will be responsible for monitoring and suggesting to Covered California, updates to analyses, queries and reports that are required or suggested by trading partners, including CMS, CCIIO, NCQA, etc. and will implement these by submitting a proposed scope of work based on Attachment 7 expectations and related measures and reports outline therein.

The Data Analytics Vendor should also detail in their response other application support that they are able to provide, including, but not limited to:

1. Clinical guidance
2. Actuarial analysis
3. Health services research strategies
4. Evaluation methodologies
5. Study design methodologies

#### **2.2.2.5 Analytics Guidance and Leadership Support**

Covered California is expecting the selected Vendor to support them with the ability to provide leadership and executive level support in the design of analytics and the interpretation of the results. These tasks may include:

1. Review of generated reports to ensure analytic integrity or to identify anomalies
2. Ad hoc analysis as required
3. Ongoing analysis of alternatives and recommendations of the best ways of providing analytics support for the mission and strategy of Covered California

4. Support of any audit made of the data, analyses or methodologies, as requested by Covered California
5. Documentation, and ongoing maintenance of the processes, methodologies, algorithms, etc., employed during the analytics tasks
6. Provide input on prioritization and support Covered California's Clinical and Network Analytics governance process
7. Analytic guidance – work with key Covered California stakeholders and provide guidance on possible analytic approaches leading to proposals to develop and implement analytics applications and tools
  - a. Conduct exploratory analyses in support of analytic guidance efforts
  - b. Track analytic tools and models deployed elsewhere in support of analytic guidance efforts
8. Analytic staff development – provide tailored training and project involvement for Covered California staff identified for future analytic roles

## 2.3 Proposed Solution Overview

### 2.3.1 Summary of Functional Requirements and Services

Covered California has developed and documented a set of Functional Requirements for the Data Aggregation and Data Analytics Solutions. These Functional Requirements align with Covered California's vision and goals, and are intended to provide the vendor of Covered California's needs and the degree to which the vendor's approach and solution has the potential of meeting the requirements.

The Vendor will respond to the Functional Requirements and their approach to meeting them in Template G – Functional Requirements.

The Functional Requirements are organized under the following categories:

- **Aggregation and Analytics Services** describes scope of work for data aggregation (collection, organization, normalization, profiling and reporting on the data collected from the Qualified Health Plans, Covered California internal systems, and partners' systems) and the analytics services (analytics and business intelligence capabilities as required by Covered California).
- **Analytics Capabilities** describes the advanced reporting and analytics capabilities to support Covered California including but not limited to dashboards, reports, visualization, predictive analysis and modeling etc.)
- **Analytics Content – Quality and Cost Performance** describes the collection, calculations and reporting requirements for quality of care and cost performance leveraging regional and national benchmarks
- **Analytics Content – Program Management** describes the collection, calculations and reporting requirements for network adequacy, continuity of care, at risk enrollee care management and clinical risk assessment
- **Analytics Content – Contracting and Program Innovation** describes the methods by which Covered California and the Vendor(s) can focus on promotion



of better care and high value for the plan members and other Covered California customers.

The Vendor will respond to the Functional Requirements and their approach to meeting them in Template G – Functional Requirements and Template H – Functional Requirements Approach.

The following structure is used to organize Template G - Functional Requirements and Template H – Functional Requirements Approach:

1. Aggregation and Analytics Services
  - a. Aggregation Service
  - b. Analytics Services
2. Analytics Capabilities
  - a. Reports and Analytics Capabilities
  - b. Advanced Analytics and Visualization Capabilities
3. Analytics Content – Quality and Performance Cost
  - a. HEDIS and CAHPS Quality Scoring
  - b. Provider Quality Analysis
  - c. Costs Analyses
  - d. Benchmarks
4. Analytics Content – Program Management
  - a. Network Adequacy
  - b. Continuity of Care
  - c. At-Risk Enrollees
  - d. Clinical Risk Assessment
5. Analytics Content – Contracting and Program Management
  - a. Contract Management
  - b. Payment Reform

### **2.3.2 Summary of Non-Functional Requirements**

Covered California has developed and documented a set of Non-Functional Requirements for the Data Aggregation and Data Analytics Solutions. These Non-Functional Requirements are independent of any particular service provider's solution type and are intended to better align the Vendor's offering(s) with the overall Covered California's vision.

The Vendor will respond to the Non-Functional Requirements and their approach to meeting them in Template I – Non-Functional Requirements and Template J – Non-Functional Requirements Approach.

The NFRs are organized under the following categories:

- **Use and Performance** describes how the solution must perform

- **Technology Requirements** of the solution(s) define the expectation, constraints under which the solution must operate
- **Implementation and Support** describes the overall capabilities and support required to during and after deployment of the solution

The following structure is used to organize Template I - Non-Functional Requirements and Template J – Non-Functional Requirements Approach:

1. Use and Performance Requirements
  - a. Usability
  - b. Audit and Compliance
  - c. Service Level Requirements (SLRs) and Performance
  - d. Interface List
2. Technology Requirements
  - a. Interoperability /Interfaces
  - b. Scalability and Extensibility
  - c. Regulatory and Security
  - d. Transformation and Delivery
  - e. Availability, Capacity and performance.
3. Implementation and Support Requirements
  - a. Project Management
  - b. Environment Installation and Configuration
  - c. Knowledge Transfer and Training
  - d. Design, Development and Customization
  - e. Deployment
  - f. Quality Management
  - g. Production Support and Transition
  - h. Defect Resolution and Solution Acceptance
  - i. Service Level Management
  - j. Solution Administration
  - k. Solution Management
  - l. Data Hosting, Storage and Management

## 2.4 Project Organizational Approach

This project will be managed by Covered California and its resources. The sections below outline the responsibilities for the separate organizations.

#### **2.4.1 Covered California Project Responsibilities**

Covered California project team will perform a number of roles and carry out a number of responsibilities throughout the life of this project. Specifically, during both the implementation and operations phases, Covered California will at least:

1. Define the goals and objectives of the Clinical and Network Analytics project and services throughout implementation and ongoing operations
2. Communicate the goals and objectives of the program and project to all stakeholders
3. Oversee the project management approach that will govern the project
4. Review the draft deliverables and final deliverables developed by the Data Aggregation and Data Analytics Vendors and provide feedback and required changes for the Vendor to make until Covered California is satisfied with the resulting deliverable and outcomes
5. Approve final deliverables developed and revised by the Data Aggregation and Data Analytics Vendors
6. Provide access to Covered California management and Subject Matter Experts (SMEs) for the approval of the deliverables required to meet the goals and objectives of the project
7. Monitor Data Aggregation and Data Analytics Vendor performance according to contractual obligations, provide improvement requests, and approve invoices as detailed in the final Contract

#### **2.4.2 Vendor Roles and Responsibilities**

The Vendor will provide the resources to complete the following activities:

1. Work collaboratively to prepare, submit and obtain approval for individual project management approaches and plans
2. Work collaboratively to execute and maintain individual project management approaches and plans
3. Prepare and submit the draft deliverables for Covered California review and comment in accordance with the Project Work Plan
4. Prepare and submit the final deliverables for Covered California review and approval in accordance with the Project Work Plan
5. Abide by the goals, objectives and requirements contained in this RFP and the resulting Contract, including all service level agreements
6. Confirm the understanding of the goals, objectives and requirements contained in this RFP and the resulting Contract
7. Prepare and conduct requirements confirmation sessions with all necessary Covered California management, SMEs and other designated vendors
8. Prepare and submit to Covered California for approval the project management plans for meeting the goals and objectives
9. Manage all activities defined in the approved project management plans



10. Submit for review and approval all changes to the approved project management plans
11. Participate with other designated vendors and partners, Covered California management and SMEs in the creation of the Clinical and Network Analytics integrated project management plan
12. Review and confirm roles and responsibilities that the Vendor has which are part of any other business process which are the responsibility of other vendors or Covered California
13. Collaborate with Covered California and other designated vendors to define quality measures to monitor the required service level objectives outlined in this RFP
14. Manage all business processes using a continual improvement approach and submit improvements to Covered California for review and approval
15. Comply with all laws, policies, procedures, and standards dictated by Covered California in meeting the goals and objectives
16. Provide an estimate of the number and type of Covered California resources required
17. Provide tools for testing such as HPQC

## **2.5 Vendor Key Project Personnel Roles and Minimum Qualifications**

The term “Key Project Personnel,” for purposes of this procurement, means Vendor personnel deemed by Covered California as being both instrumental and essential to the Vendor’s satisfactory performance of all requirements contained in this RFP. Covered California expects that these Key Project Personnel will be engaged throughout both the implementation and operations periods.

Covered California will consider suggestions for alternative alignment of duties within the submitted bid offerings. Changes to the proposed positions and responsibilities will only be allowed with prior written permission from Covered California, unless a specific exemption is granted. If the Vendor believes that an alternative organizational design could improve service levels or decrease costs, discuss these options and their benefits within the response templates for this RFP.

Key Project Personnel are to be full-time and dedicated solely to the Covered California account unless the Vendor provides alternative solutions that meet with Covered California’s approval.

The Vendor must include names and resumes for proposed Key Project Personnel as part of its proposal, which will become a part of the contract entered into as a result of this RFP. The Vendor must ensure Key Project Personnel have, and maintain, relevant current license(s) and/or certification(s).

The Vendor shall remove Key Project Personnel, if requested by Covered California, as well as develop a plan for the replacement of that Key Project Personnel, all within two (2) weeks of the request for removal.



1. The Vendor shall not reassign personnel assigned to the Agreement during the term of the Agreement without prior written approval of Covered California. If a Vendor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Vendor shall make every reasonable effort to provide suitable substitute personnel.
2. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Vendor shall negotiate the hourly rate of any substitute personnel to the Agreement. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the Agreement.

The following table provides Key Project Personnel positions, corresponding roles and responsibilities for the project, and minimum qualifications for each. Other positions may be proposed at the Vendor's discretion.

Each Vendor that is making a proposal in response to this RFP must propose the listed Key Project Personnel. A Vendor proposing a solution meeting both scopes of work will only require one of each Key Project Personnel.

**Table 4. Key Project Personnel**

Title	Roles and Responsibilities	Qualifications
<b>Account Director</b>	<ul style="list-style-type: none"><li>■ Primary point of contact with Covered California's Contract Administrator, and other Covered California Executive Sponsors for activities related to contract administration, overall project management and scheduling, correspondence between Covered California and the Vendor, dispute resolution, and status reporting to Covered California for the duration of the contract</li><li>■ Authorized to commit the resources of the Vendor in matters pertaining to the implementation performance of the contract</li><li>■ Responsible for addressing any issues that cannot be resolved with the Vendor's Account Manager</li><li>■ Does not have to work 100% on-site with Covered California</li></ul>	<ul style="list-style-type: none"><li>■ Minimum of five (5) years of direct project oversight and authority over projects more than ten (10) million dollars</li><li>■ Special consideration will be given to those who have previously managed Clinical and Network Analytics accounts that have included both development and systems operations and maintenance phases, and have experience working with HIPAA Privacy and Security Rules</li></ul>
<b>Account Manager</b>	<ul style="list-style-type: none"><li>■ Senior business expert in the area of Data Aggregation and / or Clinical / Network Analytics systems with a strong understanding of the Vendor's business solution</li><li>■ Provides on-site management of the project and is the chief liaison for Covered California for</li></ul>	<ul style="list-style-type: none"><li>■ Minimum of five (5) years of account management experience for a government or private sector healthcare payer, including a minimum of three (3) years of experience in a project similar in scope and size to that of Covered California</li><li>■ Preference will be given to those who</li></ul>



Title	Roles and Responsibilities	Qualifications
	<p>configuration/implementation project activities as well as the project's operational phase</p> <ul style="list-style-type: none"><li>■ Authorized to make day-to-day project decisions</li><li>■ Responsible for facilitating the project by using the project management processes, organizing the project, and managing the team work activities consistent with the approved work plan</li><li>■ Responsible for directing the planning, design, development, implementation, maintenance, and evaluation of programs, services, policies and procedures that ensure accurate and timely data submissions, aggregation and analysis (as necessary)</li><li>■ Ensures all information and documents required Clinical and Network Analytics are in compliance with all applicable rules, regulations, and external and internal policies and procedures</li><li>■ Responsible for scheduling and reporting project activities, coordinating use of personnel resources, identifying issues and solving problems, and facilitating implementation of the system</li><li>■ Expected to host bi-weekly on-site status meetings, monthly milestone meetings, as well as interim meetings. Will assign Vendor staff to those meetings as appropriate. Will provide an agenda and develop minutes for each meeting</li><li>■ Participates in developing, implementing, and maintaining cost-effective programs and strategies to provide value added services to Covered California</li><li>■ Provide expert guidance ensuring that policy and business rules are correctly implemented in the Vendor's solution</li><li>■ Advises Covered California regarding best practices and recommends modifications to business processes which improve the overall project</li><li>■ Provides support to resolve Issuer issues</li><li>■ Is expected to work on site with</li></ul>	<p>possess current Project Management Professional certification from the Project Management Institute</p>





Title	Roles and Responsibilities	Qualifications
	Covered California staff	
<b>Data and Technical Lead (Aggregation)</b>	<ul style="list-style-type: none"> <li>■ Responsible for all Covered California data requirements for aggregation and reporting needs including those that exceed the standard reporting package</li> <li>■ Ensure the integrity of data used in the aggregation process</li> <li>■ Establish, manage and monitor procedures associated data aggregation and data quality</li> <li>■ Management of data aggregation requests and its associated activities</li> <li>■ Management of informational resource pertaining to inquiries, system configuration, and data files</li> <li>■ Establishing the principles by which data management activities will be executed, and defining the goals, objectives and standards of the required information architecture</li> <li>■ Creation, document reconciliation and maintenance of logical and physical models reflecting the state and use of data across the information value chain</li> <li>■ Capture, integrate and publish descriptive metadata across the various applications and tools (modeling, integration and more) in the environment</li> <li>■ Analyze and measure data quality levels, identify data quality issues, and working with data stewards, users and other IT functions to facilitate data quality improvement</li> </ul>	<ul style="list-style-type: none"> <li>■ Deep familiarity with data structures and processing capabilities of the Vendor's technology</li> <li>■ Experience with technical interfaces required between Issuers and other data sources and the vendor's data integration infrastructure</li> <li>■ Minimum of five (5) years of deep information and data architecture and management experience for a government or private sector healthcare payer or provider, including a minimum of three (3) years of experience in a project similar in scope and size to that of Covered California</li> <li>■ Experience designing interfaces and integration of data submissions in the Vendor technology</li> </ul>
<b>Data and Technical Lead (Analytics)</b>	<ul style="list-style-type: none"> <li>■ Responsible for all Covered California data requirements for analytics and reporting needs including those that exceed the standard reporting package and the information available through the decision support tool provided by the Vendor</li> <li>■ Establish the principles by which data analytics activities will be executed, and define the goals, objectives and standards of the organization's analytics approach and architecture</li> <li>■ Employ advanced information analytics practices to Covered</li> </ul>	<ul style="list-style-type: none"> <li>■ Deep familiarity with Vendor's analytical models, tools, and technology</li> <li>■ Experience with Healthcare analytical models required by Covered California and related data sources</li> <li>■ Minimum of five (5) years of deep information and data architecture and management experience for a government or private sector healthcare payer or provider, including a minimum of three (3) years of experience in a project similar in scope and size to that of Covered California</li> </ul>





Title	Roles and Responsibilities	Qualifications
	<p>California requirements</p> <ul style="list-style-type: none"><li>■ Apply multiple solutions and approaches to business problems</li></ul>	<ul style="list-style-type: none"><li>■ Possesses interpersonal skills, including teamwork, facilitation, and negotiation skills and experience</li><li>■ Excellent analytical and technical skills including but not limited to, translation of business questions and requirements into reports, views, and BI query objects; knowledge of BI tool architectures, functions, and features; understanding of SQL and relational and multidimensional designs; strong problem-solving and metadata skills; and understands BI tool architecture, functions, features and customizes BI tools to meet user needs</li><li>■ Deep experience with advanced modeling approaches, tools, and model repositories.</li><li>■ Ability to rapidly comprehend the functions and capabilities of new technologies.</li></ul>

### 2.5.1 Location of Contracted Functions and Personnel

The Vendor Key Project Personnel must be available to participate in-person during Covered California-related meetings and activities and must be located at Vendor offices located in California. Regardless of California location of vendor offices, Key Project Personnel must be capable of meeting in the Covered California offices in Sacramento regularly and frequently on short notice (one (1) business day or less). Covered California will not provide facilities for Vendor Key Project Personnel to perform daily work at Covered California. Work must be performed during normal business hours, 8:00 AM until 5:00 PM Pacific Time, Monday through Friday except any federal and state holidays.

Covered California will not permit project work or business operations services to be performed offshore (i.e., outside of Continental United States). At no time shall the Vendor maintain, use, transmit, or cause to be transmitted information governed by privacy laws and regulations outside the United States and its territories

Covered California and the Vendor will establish appropriate protocols to ensure that physical property / facility security and data confidentiality safeguards are maintained.

## 2.6 Proposed Project Schedule

Covered California anticipates the awarded Vendor to begin implementation of the project, configuring their technology and operations, by June 16, 2014.

## 2.7 Scope of Work - Deliverables

The following list captures the deliverables Covered California expects the Vendor to produce during the implementation phase and after the system and processes are operational.

### 2.7.1 Recurring Project Deliverables

The following table provides a list of recurring deliverables that will be created by the Vendor during the life cycle of the project execution.

**Table 5. Recurring Deliverables**

Task	Deliverable
Task R.1 — Project Monitoring and Status Reporting	Deliverable 1 — Project Status Reporting (Recurring throughout the length of the project)

### 2.7.2 Implementation Related Deliverables

The following table provides a list of deliverables that will be created by the Vendor during implementation. Covered California encourages responders to use industry best practices for project management and describe their recommended approach. These tasks and deliverables will be required for each vendor that is awarded a scope of work, but will only be required once if a vendor is awarded both Data Aggregation and Analytics scopes of work.

**Table 6. Implementation Related Deliverables**

Task	Deliverable
Task I.1 — Project Initiation and Planning	Deliverable 2 — Project Kick-off Presentation
	Deliverable 3 — Project Management Plan
	Deliverable 4 — Project Work Plan and Schedule
	Deliverable 5 — Monthly Project Status Reports
Task I.2 — Requirements Validation	Deliverable 6 — Requirements Methodology and Template
	Deliverable 7 — Detailed Functional and Non-Functional Requirements Traceability Matrices
	Deliverable 8 — Development standards, project standards and reporting strategy
Task I.3 — System Design	Deliverable 9 — Configuration Design Document
	Deliverable 10 — Business Intelligence/Analytics security – User-> Role -> Report -> Data field mapping
	Deliverable 11 Technical Architecture
	Deliverable 12— Data Integration and Interface Design Document
Task I.4 — Configuration and Development	Deliverable 13— Client Review of Configuration
	Deliverable 14 — Unit/Assembly Testing Scripts and Results
	Deliverable 15 Final Test Plan

Task	Deliverable
Task I.5 — Testing	Deliverable 16 — Documented System Test Results
	Deliverable 17 — User Acceptance
Task I.6 — Training	Deliverable 18— Training Plan
	Deliverable 19 — Training Materials
	Deliverable 20 — Documented Evidence of Successful End-User Training
Task I.7 — Deployment	Deliverable 21 — Deployment Plan
	Deliverable 22 — System Documentation
	Deliverable 23 — Performance SLAs
	Deliverable 24 — Rollout

### 2.7.3 Production Task Related Deliverables – Data Aggregation

The following table provides a list of deliverables that will be created by the Vendor during the production phase. These deliverables are specific to the Data Aggregation scope of work, and will only be required for the Data Aggregation Vendor selected to perform the Data Aggregation scope of work.

If a single vendor is selected to perform both Data Aggregation and Data Analytics scopes of work, at Covered California's discretion, these deliverables may be revised to meet the consolidated scope of work.

**Table 7. Production Related Deliverables – Data Aggregation**

Task	Deliverable
Task P.1 – Data Submission Planning and Preparation	Deliverable P.1 – Detailed data submission technical specifications
	Deliverable P.2 – Documentation of data processing methodology(ies), algorithms, report queries, etc.
	Deliverable P.3 – Aggregate all-payer database at the individual physician, practice and group levels
	Deliverable P.4 – Interface completion documentation
Task P.2 – Data Collection and Quality Control	Deliverable P.5 – Data Submission Request to Issuers
	Deliverable P.6 – Data quality reports for each submitter and interfaced system
Task P.3 – Data Consolidation	Deliverable P.7 – Analytics master files generated for each data type
	Deliverable P.8 – Frequency/output reports for each data submitter
	Deliverable P.9 – Data submission certification documents
	Deliverable P.10 – Submission of data to analytics

Task	Deliverable
	Deliverable P.11 – Analytics vendor data submission acceptance pursuant to data quality results match between Data Aggregation and Data Analytics vendors
Task P.4 – Ongoing Data Management	Deliverable P.12 – Participate in any external audit process
	Deliverable P.13 – Participate in the creation of reports that describe the data aggregation process and lessons learned
	Deliverable P.14 – Periodic data quality reports
	Deliverable P.15 – Annual security assessment reports
	Deliverable P.16 – Periodic data extracts as requested

#### 2.7.4 Production Task Related Deliverables – Data Analysis

The following table provides a list of deliverables that will be created by the Data Analytics Vendor during the production phase. These deliverables are specific to the Data Analysis scope of work, and will only be required for the Vendor selected to perform the Data Analysis scope of work.

If a single vendor is selected to perform both Data Aggregation and Data Analytics scopes of work, at Covered California's discretion, these deliverables may be revised to meet the consolidated scope of work

**Table 8. Production Related Deliverables – Data Analytics**

Task	Deliverable
Task P.6 – Analytics Platform Provision	Deliverable P.16 – Analytics Plan
	Deliverable P.17 – Documentation of analytic methodology(ies), algorithms, report queries (e.g. episode grouper, risk-adjustment, etc.
Task P.7 – COTS Analytics Applications	Deliverable P.18 – Library of analytic applications
Task P.8 – Analytics Application Development	Deliverable P.19 – Development and/or enhancement of application capabilities
	Deliverable P.20 - Development approach plan
Task P.9 – Analytics Platform and Applications Support	Deliverable P.20 – Standardized Periodic Query and Report Generation
	Deliverable P.21 – Development of new queries and reports
Task P.10 – Analytics Guidance and Leadership Support	Deliverable P.22 – Review of reports and expert analysis
	Deliverable P.23 – Expert support and ad hoc analysis
	Deliverable P.24 – Participate in any external audit process
	Deliverable P.25 – Participate in the creation of reports that describe the data analysis process and lessons learned



### **2.7.5 Deliverables Expectations Document (DED)**

The Vendor must develop Deliverables Expectations Documents (DEDs), in an approved Covered California form and format; project deliverables need to adhere to the information within the DED. No work will be performed by the Vendor on any deliverable until the DED has been approved in writing by Covered California. As each project deliverable is submitted, the Vendor must include a copy of the associated Deliverable Expectation Document.

### **2.7.6 Acceptance**

All concluded work must be submitted to Covered California for review and approval. This will be a deliverable based contract, but certain tasks will be paid on a time and materials basis as described in the model contract attached to this RFP. It will be Covered California's sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract, Covered California will review and validate services performed. In addition, Covered California's Project Manager will verify and approve the Contractor's invoices. Signed acceptance is required from Covered California Project Manager to approve an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable specific work was completed as specified and the final deliverable product/service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to Covered California and Covered California's other contractors and vendors.
5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

### **2.7.7 Controlled Correspondence**

In order to track and document requests for decisions and/or information, and the subsequent response to those requests, Covered California and the Vendor shall use Controlled Correspondence.

Each Controlled Correspondence document shall be signed by Covered California Project Manager (or designee) and the Vendor Project Manager (or designee). No Controlled Correspondence document shall be effective until the signatures of both are attached to the document.

The Controlled Correspondence process may be used to document mutually agreeable operational departures from the specifications and/or changes to the specifications. Controlled Correspondence may be used to document the cost impacts of proposed changes, but Controlled Correspondence shall not be used to change pricing.

Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve a change in pricing must be by a Purchase Order Change Notice.



Controlled Correspondence documents will be maintained by both parties in ongoing logs and shall become part of the normal status reporting process.

## **2.8 Project Assumptions and Constraints**

1. The Contractor's work hours must be consistent with Covered California's key staff Monday through Friday, except for standard holidays.
2. Overtime rates and travel will not be reimbursed under this agreement.
3. Any modifications to tasks within the Scope of Work (SOW) of the attached Model Contract will be defined, documented, and mutually agreed upon by the Contractor and Covered California's Project Manager prior to starting work on the modified task. Amendments to the contract for tasks within the SOW are limited to an extension of time or tasks directly related to the SOW.
4. Covered California's Project Manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to Covered California's priorities. Covered California and the Contractor must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
5. Covered California and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to Covered California's Project Manager and the Contractor's engagement manager, respectively, within 48 hours of becoming aware of the problem.



## **3.0 General Instruction and Proposal Requirements**

### **3.1 Letter of Intent to Bid**

Vendors are required to submit a Letter of Intent to Bid by 3:00 pm on March 21, 2014 to the sole point of contact listed in Section 1.2. The letter should indicate the vendor's name and address, RFP number, the vendor's single point of contact and the contact's phone number, email address, and be signed by an authorized individual. The letter shall also include a statement regarding whether the Vendor plans to submit a response for the Data Aggregator Scope of Work, the Data Analytics Scope of Work, or both.

### **3.2 Questions and Comments**

Any Vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than the date listed in Section 1.3 in this RFP. Questions may be emailed to the point of contact listed in Section 1.2 of this RFP. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. Every effort will be made to have Covered California's responses posted by March 10, 2014, 5 pm PST, contingent on the number and complexity of the questions. A copy of all questions or comments will also be posted on March 10, 2014.

At its discretion, Covered California may contact an inquirer to seek clarification of any inquiry received. Bidders that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP, shall submit a proposal at their own risk.

### **3.3 Vendor's Conference**

A mandatory pre-proposal bidders' conference has been tentatively scheduled for:

**March 17, 2014**

**9am – 11am PST**

Call in number: TBD

PIN: TBD

Interested firms will have the opportunity to submit questions regarding the RFP requirements during the call. A sound recording of the meeting will be distributed upon request. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.



### **3.4 Modification or Withdrawal of Proposal**

Prior to the proposal submission deadline set forth in Section 1.3, a Vendor may withdraw its proposal by submitting a written request to Covered California point of contact.

Covered California will not accept any modifications to a proposal after the final proposal due date listed in Section 1.3 once it has been submitted.

### **3.5 News Releases**

Prior to tentative award, a Vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After tentative award, a Vendor must receive prior written approval from Covered California before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to Covered California point of contact identified in Section 1.2.

This does not preclude business communications necessary for a Vendor to develop a proposal, or required reporting to shareholders or governmental authorities.

### **3.6 Incomplete Proposals**

Covered California will reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP. Please refer to the proposal checklist based on the requirements in this proposal.

### **3.7 Covered California Use Ideas**

Covered California reserves the right to use any and all ideas presented in a proposal unless the Vendor presents a valid legal case that such ideas are trade secrets or confidential information, and identifies the information as such in its proposal. A Vendor may not object to the use of ideas that are not the Vendor's intellectual property and so designated in the proposal that: (1) were known to Covered California before the submission of the proposal, (2) were in the public domain through no fault of Covered California, or (3) became properly known to Covered California after proposal submission through other sources or through acceptance of the proposal.

### **3.8 Multiple Responses**

The Vendor may only submit one proposal as a prime Vendor. If the Vendor submits more than one proposal, Covered California may reject one or more of the submissions. This requirement does not limit a Subcontractor's ability to collaborate with one or more Vendors submitting proposals.

### **3.9 No Joint Proposals**

Covered California will not consider joint or collaborative proposals that require a contract with more than one prime Vendor.



### 3.10 Use of Subcontractors

Subject to the conditions listed in this RFP, the Vendor may propose to use a Subcontractor(s) to make a complete offer to perform all services. Any prospective Subcontractor that is not a wholly owned subsidiary of the Vendor will be subject to these conditions.

The conditions for proposing to use Subcontractors include, but are not limited to, the following:

1. Prior to any communication or distribution of Covered California confidential information to the potential Subcontractor, the Vendor must provide Covered California with the name of the potential Subcontractor in advance and in writing. The Vendor will also provide contact information for the potential Subcontractor.
  - a. Covered California must give its written approval prior to the Vendor providing any Covered California confidential information to a potential Subcontractor or another entity.
2. If selected, the Vendor will be the prime Vendor for services provided to Covered California by approved Subcontractors
3. The Vendor will be ultimately responsible for the provision of all services, including Subcontractor's compliance with the service levels, if any.
4. Any Subcontractor's cost will be included within the Vendor's pricing and invoicing.

No subcontract under the contract must relieve the Vendor of the responsibility for ensuring the requested services are provided. Vendors planning to subcontract all or a portion of the work to be performed must identify the proposed Subcontractors.

### 3.11 Proposal Instructions

#### 3.11.1 Number of Copies

This RFP requires Bidder(s) to submit a final phase proposal(s) that shall contain all required Administrative and Technical Attachments and Exhibits and submitted in a sealed envelope/container when shipped to Covered California by the dates and times shown in Section 1.3 Procurement Schedule. The sealed package must be plainly marked with the (1) RFP number and title, (2) firm name and address, and (3) must be marked with "DO NOT OPEN", as shown in the following example:

RFP 2013-08  
Clinical and Network Analytics  
Attention: Kelly Long  
California Health Benefit Exchange  
560 J Street, Suite 290  
Sacramento, CA 95814

Hardcopy proposals shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a Covered California-designated central repository and remain the sole property of Covered California.



Bidder shall provide CD ROM with all Technical and Cost Attachments and Exhibits in searchable text format (e.g., Word, Excel, searchable PDF).

The bid should include a Technical Response and a separate Cost Response.

Bidder shall submit:

1. One (1) complete original signed and printed proposal marked "Master" (without Cost Proposal)
2. Four (4) printed copies (without Cost Proposal)
3. One (1) digital copy on a CD (without Cost Proposal)

The Cost Sheet shall be submitted in a separately sealed envelope from the rest of the proposal. The separately sealed Cost Proposal envelope may be included within the box containing the overall proposal. This envelope must be clearly marked "Cost Proposal" and shall contain:

1. One (1) complete original signed and printed Cost Proposal marked "Master"
2. Four (4) printed copies of the Cost Proposal
3. One (1) digital copy of the Cost Proposal on a CD.

Covered California will not accept emailed or facsimile proposals. Any disparities between the contents of the original printed proposal and the CD proposal will be interpreted in favor of Covered California.

### **3.11.2 Proposal Format**

Proposals must address all the requirements of the RFP in the order and format specified in this section. Each RFP requirement response in the Proposal must reference the unique identifier for the requirement in the RFP.

It is the Vendor's responsibility to ensure its Proposal is submitted in a manner that enables the Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this RFP. Page numbers should be located in the same page position throughout the proposal. Figures, tables, charts, etc. should be assigned index numbers and should be referenced by these numbers in the proposal text and in the proposal Table of Contents. Figures, etc. should be placed as close to text references as possible.

Hard copy proposals are to be assembled in loose-leaf, three-hole punch binders with appropriate tabs for each volume and section. Do not provide proposals in glue-bound binders or use binding methods that make the binder difficult to remove.

At a minimum, the following should be shown on each page of the proposal:

- RFP #
- Name of Vendor
- Page number



Proposals in response to this RFP must be divided into two appropriately labeled and sealed packages marked Technical Proposal and Cost Proposal. All proposal submissions should be clearly labeled with the RFP number.

The contents of each package must be as follows:

- Package 1 — Technical Proposal and Administrative Requirements
  - Technical Proposal addressing all requirements specified in the RFP using the response forms provided in Templates A through M.
- Package 2 — Cost Proposal
  - Cost Proposal using the form provided in Template N Cost Workbook.

The proposal must be structured in the following manner and must consist of all the sections separated into two (2) packages as listed below:

### ***3.11.2.1 Package 1 — Technical Proposal and Administrative Requirements***

This package of the Vendor's response must include Sections A through M as described below. Each section corresponds to the template designated with the same letter.

#### **Section A. RFP Cover Letter and Executive Summary**

This section of the Vendor's Technical Proposal must include a cover letter and executive summary stating the Vendor's intent to bid for this RFP including whether they are bidding for the Data Aggregation scope or Data Analytics scope or both.

The Vendor's response must include a transmittal (cover) letter; table of contents; executive summary; Vendor contact information and locations.

If the Vendor wishes to propose an exception to any Standard Covered California Provision for Contracts and Grants or Terms and Conditions for Technology Contracts, it must notify Covered California in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Standard Covered California Provision for Contracts and Grants. If exceptions are not noted in the RFP Response but raised during contract negotiations, Covered California reserves the right to cancel the negotiation if deemed to be in the best interests of Covered California.

Submission for this section must be compliant with the instructions detailed in Template A - RFP Cover Letter and Executive Summary.

#### **Section B. Vendor Experience**

This section of the Vendor's Technical Proposal must include details of the Vendor's Experience.

The Vendor's Technical Proposal must include Vendor organization overview; corporate background; Vendor's understanding of the HHS domain; Vendor's experience in public sector; certifications and other required forms.

Submission for this section must be compliant with the instructions detailed in Template B - Vendor Experience.



### **Section C. Vendor References**

This section of the Vendor's Technical Proposal must include Vendor's References.

The Vendor's Technical Proposal must include at least three (3) references from projects performed within the last five (5) years that demonstrate the Vendor's ability to perform the Scope of Work described in the RFP. If the proposal includes the use of Subcontractor(s), provide three references for each.

Submission for this section must be compliant with the instructions detailed in Template C - Vendor References.

### **Section D. Subcontractor**

This section of the Vendor's Technical Proposal must include a letter of the Vendor's proposed Subcontractor(s) that will be associated with this Contract.

Submission for this section must be compliant with the instructions detailed in the Template D - Subcontractor Letters.

### **Section E. Organization and Staffing**

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's proposed Organization and Staffing approach.

The Vendor's Technical Proposal must include the proposed approach to: organization plan; organization chart; key staff; Subcontractors; staff contingency plan; staff management plan; staff retention and the Vendor's approach to working with the Clinical and Network Analytics Solution Project staff.

Submission for this section must be compliant with the instructions detailed in Template E - Vendor Project Organization.

### **Section F. Staff Experience**

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's Staff Experience.

The Vendor's Technical Proposal must include the proposed approach to: roles and responsibilities; summary of skill sets; total years of experience in the proposed role; qualifications and resumes.

Submission for this section must be compliant with the instructions detailed in Template F — Staff Experience.

### **Section G. Functional Requirements**

This section of the Vendor's Technical Proposal must include a response to the Functional Requirements provided in Template G Functional Requirements.

The 'Response Columns' within each tab of the Functional Requirements matrix must be completed by the Vendor as detailed in Template G Functional Requirements.

The objective of the Functional Requirements response is to provide the Clinical and Network Analytics Solution Project team with a method to develop an understanding regarding the degree to which each Vendor's solution has the potential of meeting Covered California project requirements.



### **Section H. Functional Requirements Approach**

This section of the Vendor's Technical Proposal must provide a narrative of the Vendor's proposed Functional Requirements approach. In response to Template H – Functional Requirements Approach, the Vendor is requested to provide a narrative overview of how the proposed solution will meet Covered California's requirements.

Submission for this section must be compliant with the instructions detailed in Template H- Functional Requirements Approach.

### **Section I. Non-Functional Requirements**

This section of the Vendor's Technical Proposal must include a response to the Non-Functional Requirements provided in Template I Non-Functional Requirements.

The objective of the Non-Functional Requirements response is to provide the Clinical and Network Analytics Project team with a method to evaluate the degree to which each Vendor's solution satisfies the Clinical and Network Analytics Management Solution Project Non-Functional Requirements.

The 'Response Columns' within each tab of the Non-Functional Requirements matrix must be completed by the Vendor as described in the instructions detailed in Template I Non-Functional Requirements.

### **Section J. Non-Functional Requirements Approach**

This section of the Vendor's response to the RFP must include a narrative of the Vendor's proposed Non-Functional Requirements approach. Submission for this section must be compliant with the instructions detailed in Template J Non-Functional Requirements Approach.

The Vendor's response must detail the approach to meet the various Non-Functional Requirements including but not limited to: use and performance, auditing, interoperability, interfaces, implementation support, technology requirements.

### **Section K. Work Plan**

This section of the Vendor's technical Proposal must include a Work Plan that will be used to create a consistent and coherent management plan. This work plan will demonstrate that the Vendor has a thorough understanding for the scope of work and what must be done to satisfy the project requirements. Submission for this section must be compliant with the instructions detailed in Template K Work Plan.

The Work Plan must include detail sufficient to give Covered California an understanding of how the Vendor's knowledge and approach will:

1. Manage the Work;
2. Guide Work execution;
3. Document planning assumptions and decisions;
4. Facilitate communication among stakeholders; and
5. Define key management review as to content, scope, and schedule.



### **Section L. Proposal Checklist and Supplements**

This section of the Vendor's Technical Proposal must include the completed checklist verifying that all the RFP response requirements including templates listed in Section 3.11.2.1 of this document and any RFP Attachments have been completed. Submission for the Proposal Checklist and Supplements must be compliant with the instructions detailed in Template L Response Checklist.

### **Section M. Administrative Requirements**

All final proposals must include the following administrative requirements

1. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
2. Proof of Workers' Compensation Liability Insurance.
3. Attachment A1 – signed Federal Debarment Certification.
4. Attachment A2 - a completed certification form showing, upon award of the contract, the Bidder/Contractor agrees to provide a completed Title 22, California Code of Regulations 1230000 Statement of Economic Interests, Form 700.
5. Attachment A3 - signed Payee Data Record form STD. 204.
6. Attachment A4 – signed Iran Contracting Act Certification.
7. Attachment A5 – completed DVBE declaration if applicable.
8. Attachment A6 – completed bidder declaration.
9. Attachment A7 are bidder instructions and information, it does not need to be signed and returned with the Vendor's proposal.
10. Attachment A8 – completed TACPA certification.

### **3.11.2.2 Package 2 — Cost Proposal**

This package of the Vendor's response must include Template M Cost Workbook as described below.

### **Section N. Cost Proposal Instructions**

The Cost Proposal response will be provided by the submission of Template N Cost Workbook. Vendors must complete this workbook as instructed and place it in a separate, sealed package, clearly marked as the Cost Proposal with the Vendor's name, the RFP number, and the RFP submission date.

Vendors must base their Cost Proposals on the Scope of Work described in Section 2.2 and associated sections of this RFP. The Cost Proposals must include any business, economic, legal, programmatic, or practical assumptions that underlie the Cost Proposal. Covered California reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by Covered California.

The Clinical and Network Analytics Solution must include Implementation, Operational Services, Software, and Software Maintenance. The Vendor must include all one-time and ongoing costs in the Cost Proposal. Total Costs are required by Covered California



for evaluation and budget purposes. The additional detail of costs is required for Covered California's understanding of the costs.

Costs must be based on the terms and conditions of the RFP, including Covered California's General Provisions and Mandatory Requirements of the RFP (not the Vendor's exceptions to the terms and conditions). The Vendor is required to state all other assumptions upon which its pricing is based in Template M Cost Workbook. Assumptions must not conflict with the RFP terms and conditions including Covered California's General Provisions or Mandatory Requirements of this RFP.

Vendors are required to provide firm-fixed price (FFP) costs for implementation, including a proposed payment schedule based on deliverables. The ongoing Service Provision and any other potential ongoing payments must be monthly based on units proposed by the Vendor (e.g., such measures as number and type of Vendor staff positions, transaction volumes, population base, hosting and support, etc.) to be specified by the Vendor.

If relevant, the Vendor must provide fixed Hourly Rates to Covered California for work to be performed. In addition, fixed Labor rates must be available for Covered California to use for Unanticipated Tasks as necessary.

Vendors must provide responses for all components of the costs, as required in Template M Cost Workbook following the instructions provided in the first tab of that workbook.

Vendors are responsible for entering cost data in the format prescribed by the Cost Workbook. Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers, and should not be altered. Further instructions for entering cost data are included in the worksheets. It is the sole responsibility of the Vendor to ensure that all mathematical calculations are correct and that the Total Costs reflect the Bid Amount for this RFP.

Completion of the Cost Workbook and worksheets is mandatory. Applicable purchase, delivery, tax, services, safety, license, travel, per diem, Vendor's staff training, Project facility, and any other expenses associated with the delivery and implementation of the proposed items must be included in the Vendor's costs and fixed Hourly Rates.

The Cost Proposal MUST BE A SEPARATE SUBMISSION. No Cost Information can be contained in the Technical Proposal submission. If there is Cost Information in the Vendor can be disqualified from consideration.

### 3.11.3 Proposal Crosswalk — Mandatory Templates

The table below lists the Mandatory Templates that the Vendor will submit as part of their Technical and Cost Proposals.

**Table 9. Mandatory Templates**

Response Template	Template/Attachment Elements
Template A	Cover Letter and Executive Summary
Template B	Vendor Experience



Response Template	Template/Attachment Elements
Template C	Vendor References
Template D	Subcontractor Letters
Template E	Vendor Project Organization and Staffing
Template F	Staff Experience
Template G	Response to Functional Requirements
Template H	Response to Functional Requirements Approach
Template I	Response to Non-Functional Requirements
Template J	Response to Non-Functional Requirements Approach
Template K	Work Plan
Template L	RFP Response Checklist
Template M	Administrative Requirements
Template N	Cost Workbook

### 3.11.4 Order of Precedence

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence:

1. The final executed Agreement, attachments, Covered California General Provisions, and all amendments thereto;
2. This RFP, as clarified by amendments, attachments, Vendor questions and Covered California' official responses thereto; and
3. Vendor's response/proposal to this RFP.

### 3.11.5 Procurement Library

The table below describes the documents that are available in the Procurement Library for reference purposes.

**Table 10. Procurement Library**

File #	Procurement Library Item Filename
1	Issuer QHP Contract Attachment #7 [Insert weblink]
2	Issuer QHP Contract for 2014 <a href="#">Filename:***</a> Web link: http://XXX

## 3.12 Additional Terms and Conditions

### 3.12.1 Web Services and SOA

The solution should also include Web services capabilities that will allow for it to function within a service-oriented architecture (SOA) environment. Services that are available to be exposed and consumed should be outlined in the solution's technical documentation.

### 3.12.2 Hardware/Software

Under any categories of IT service, the Contract may include the acquisition of hardware and/or commercial off-the-shelf (COTS) software to support the project. All hardware/software purchases must be compatible with Covered California wide and applicable Agency/Department IT architecture policies and standards and be approved in accordance with Covered California bulletins and statutes. While a vendor may propose to provide hardware and software as part of its proposal Covered California reserves the right to procure hardware and software from other sources when it is in the best interest of Covered California to do so. If applicable to the type of RFP, Please describe the application and database architecture of the solution that you are proposing.

### **3.12.2.1 Software Licensing:**

If the Solution will include software to be licensed from the vendor, Vendors shall insert software licensing requirements and anticipate volume. Vendor shall propose the licensing options available and to recommend the advantages of those various options. For example, licensing options may include:

1. Named user
2. Per server
3. Per work team
4. Concurrent User
5. Enterprise (unrestricted)

### **3.12.3 Required Project Policies, Guidelines and Methodologies**

#### **3.12.3.1 Security and Privacy**

A comprehensive approach to security and privacy that encompasses all applicable federal requirements under FISMS, HIPAA, HITECH, ACA and Federal Tax Information safeguard requirements and state requirements.

The use of MARS- E and NIST 800-53 that utilizes CMS's Harmonized Security and Privacy Framework as the basis for its security controls and also complies with all applicable California privacy and security laws, including but not limited to:

Implementation of the following security controls:

1. System and data Classification
2. Security Controls
3. Identity credential and access management
4. Security Infrastructure and managed services computing
5. Data encryption
6. Audit Trails
7. Continuity of operations and disaster recovery
8. Comprehensive oversight

Covered California must comply with applicable federal and state Privacy laws and regulations. Any data exchanged between entities as part of Exchange implementation or operation requires governing data use agreement or data exchange agreement, whereby each entity assumes responsibility for ensuring protection of transmitted data.

The Federal and State privacy laws and regulation with which Covered California complies are:

- Federal Information and Security Management Act (FISMA) of 2002
- Health Insurance Portability and Accountability Act (HIPAA) of 1996
- Health Information Technology of Economic and Clinical Health ACT (HITECH) of 2009





- Privacy Act of 1974
- EGovernance Act of 2002
- Patient Protection and Affordable Care Act of 2010
- Safeguards for Protecting Federal Tax Returns and return Information (26 U.S.C. 6103 and related provisions)
- 155.260 HHS ACA Final Rule

### **3.12.4 Hosted System Requirements**

This section is included if the best option is for the system to be hosted at a site other than at Covered California.

1. A selected vendor shall be required to agree to terms acceptable to Covered California regarding the confidentiality and security of Covered California data. These terms may vary depending on the nature of the data to be stored by the Contractor. If applicable, Covered California may require compliance with Covered California MARS- E and NIST 800-53 security standards, IRS requirements, HIPAA, HITECH and/or FISMA compliance and/or compliance with State law relating to the privacy of personally identifiable information. Further, a selected vendor hosting a Covered California system may be a “data collector” for purposes of Covered California law and shall be required to (i) comply with certain data breach notification requirements; and (ii) indemnify Covered California for any third party claims against Covered California which may occur as a result of any data breach.
2. The selected Vendor must agree to host Covered California’s solution within the continental United States of America.
3. Covered California reserves the right to periodically audit the Contractor (or subcontractor) application infrastructure to ensure physical and network infrastructure meets the configuration and security standards and adheres to relevant Covered California policies governing the system.
4. Covered California reserves the right to run non-intrusive network audits (basic port scans, etc.) randomly, without prior notice. More intrusive network and physical audits may be conducted on or off site with 24 hours’ notice.
5. The Contractor will have a third party perform methodology-based (such as OSSTM) penetration testing quarterly and will report the results of that testing to Covered California.
6. A selected vendor shall agree to cause an SSAE 16 Type II audit certification to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with Covered California.
7. A selected vendor shall agree to terms acceptable to Covered California regarding system backup, disaster recovery planning and access to Covered California data.
8. A selected vendor shall be required to agree to disclose the hosting provider which shall be acceptable to Covered California for purposes of the data to be

- stored and shall not change the hosting provider without the prior written consent of Covered California.
9. A selected vendor shall be required to guarantee the service level terms of any hosting provider.
  10. A selected vendor shall agree to apply service level credits for the failure to meet service level terms.

#### **3.12.4.1 Application Security Standards**

The Contractor will review the application and certify it meets the following:

1. Identify the key risks to the important assets and functions provided by the application and conduct an analysis of the Top 25 software errors (<http://cwe.mitre.org/top25>), or most common programming errors, and document in writing that they have been mitigated.
2. Ensure all application code and any new development meets or exceeds the OWASP Application Development Security Standards outlined on the [www.OWASP.org](http://www.OWASP.org) site (currently [https://www.owasp.org/images/4/4e/OWASP\\_ASVS\\_2009\\_Web\\_App\\_Std\\_Release.pdf](https://www.owasp.org/images/4/4e/OWASP_ASVS_2009_Web_App_Std_Release.pdf)) and document in writing that they have been met.

Contractors will be expected to make the following warranties:

1. The Contractor has all requisite power and authority to execute, deliver and perform its obligations under the Contract and the execution, delivery and performance of the Contract by the Contractor has been duly authorized by the Contractor.
2. There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under the Contract.
3. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under the Contract.
4. All deliverables will be free from material errors and shall perform in accordance with the specifications there for.
5. The Contractor owns or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in the Contract and none of the deliverables or other materials or technology provided by the Contractor to Covered California will infringe upon or misappropriate the intellectual property rights of any third party.
6. Each and all of the services shall be performed in a timely, diligent, professional and work person-like manner, in accordance with the highest professional or technical standards applicable to such services, by qualified people with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of Covered California hereunder, the Contractor shall re-perform any services



- that Covered California has determined to be unsatisfactory in its reasonable discretion, or the Contractor will refund that portion of the fees attributable to each such deficiency.
7. The Contractor has adequate resources to fulfill its obligations under the Contract.
  8. Virus Protection. Contractor warrants and represents that any time software is delivered to Covered California, whether delivered via electronic media or the Internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by Covered California.

#### **3.12.4.2 Proof of Insurance Coverage**

The Vendor will furnish the Covered California Contract Manager original Certificates of Insurance evidencing the required coverage to be in force on the date of award, and renewal certificates of insurance, or such similar evidence, if the coverage has expiration or renewal date occurring during the term of the Agreement. The Vendor will submit evidence of insurance prior to Agreement award. The failure of Covered California to obtain such evidence from the Vendor before permitting the Vendor to commence work will not be deemed to be a waiver by Covered California and the Vendor will remain under continuing obligation to maintain and provide proof of the insurance coverage. Covered California's Insurance Requirements are included in Exhibit D of the Model Contract.

The insurance specified above will be carried until all services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force will constitute a violation of the Agreement, and Covered California maintains the right to stop work until proper evidence of insurance is provided.

The insurance will provide for thirty (30) calendar days prior written Notice to be given to Covered California in the event coverage is substantially changed, canceled, or non-renewed. The Vendor must submit a new coverage binder to Covered California to ensure no break in coverage.

The Vendor shall require its subcontractors/vendors, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability and automobile liability including non-owned auto liability, and further, the Vendor shall require all of its subcontractors/vendors to hold the Contractor and Covered California harmless. The subcontractors'/vendors' Certificate of Insurance shall also have the Vendor, not the State, as the certificate holder and additional insured. The Vendor shall maintain certificates of insurance for all its subcontractors/vendors.

The Vendor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted will so stipulate.

The Parties expressly understand and agree that any insurance coverage and limits furnished by the Vendor will in no way expand or limit the Vendor's liabilities and responsibilities specified within the contract documents or by applicable law.



The Vendor and each Subcontractor agree that insurer will waive their rights of subrogation against Covered California.

The Vendor expressly understands and agrees that any insurance maintained by Covered California will apply more than and not contribute with insurance provided by Vendor under the Agreement.

If the Vendor, or its Subcontractor(s), desire additional coverage, higher limits of liability, or other modifications for its own protection, the Vendor and each of its Subcontractors will be responsible for the acquisition and cost of such additional protection.

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## **4.0 Proposal Evaluation**

Covered California will use a formal evaluation process to select the successful Vendor(s). Covered California will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by key personnel interviews, oral presentations, site visits, demonstrations, and references contacted by the Covered California. Covered California reserves the right to contact individuals, entities, or organizations that have had dealings with the Vendor or proposed staff, whether or not identified in the proposal.

Covered California will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including Covered California's General Provisions.

### **4.1 Evaluation Criteria and Methodology**

Covered California will evaluate proposals based on the following best value Evaluation Criteria. The evaluation criteria and methodology will be applied as described in this section for both Data Analytics and Data Aggregation proposals:

1. Vendor Experience, including:
  - a. Relevant Vendor Experience: Scoring for this factor shall be based on the similarity and depth of Vendor experience as compared to the needs of the Project.
  - b. Customer References: Scoring for this factor shall be based on the extent and quality of references and customer ratings of services performed for the references
2. Project Staff and Project Organization, including:
  - a. Project Organization: Scoring for this factor shall be based on the level of integration with the organization's staff, trading partners and commitment to on-site performance of work.
  - b. Key Project Personnel Experience: Scoring for this factor shall be based on the similarity and depth of staff experience as compared to the needs of the Project and key personnel
3. Business Solution, including:
  - a. Functional: Scoring for this factor shall be based on the extent to which the solution meets defined Functional needs. The thoroughness of the Functional approach and plans, demonstrated knowledge, scope of the solution, impact to existing operations, and/or clarity of responsibilities.
  - b. Technical: Scoring of this factor shall be based on the extent to which the solution meets defined Technical needs. The thoroughness of the Technical and Architectural approach and plans, demonstrated knowledge, scope of the solution, impact to existing operations, and/or clarity of responsibilities.

- c. Implementation Approach: Scoring of this factor shall be based on the thoroughness of the Implementation approach and plans, demonstrated knowledge, scope of the solution, impact to existing operations, and/or clarity of responsibilities.
  - d. Maintenance and Operations Support: Scoring of this factor shall be based on the thoroughness of the M&O Support approach and plans, demonstrated knowledge, scope of solution, impact to existing operations, and/or clarity of responsibilities.
4. Cost
- a. Initial Implementation / Configuration
  - b. Ongoing Operations

The following Table outlines the weight and maximum points available for the major sections of the Vendor proposals:

**Table 11. Evaluation Criteria Weighting and Points**

Criteria	Sub-Criteria/Description	Weight	Maximum Points
Minimum Qualifications	Vendor meets minimum qualifications	Pass/Fail	P/F
Vendor Experience	Relevant Vendor Experience	5	25
	Customer References	5	25
Project Staff and Project Organization	Project Organization	10	50
	Key Project Personnel Experience	10	50
Business Solution	Functional	12.5	62.5
	Technical	12.5	62.5
	Implementation	7.5	37.5
	M&O Support	7.5	37.5
Cost	Total Cost Points Calculation	30	150
<b>TOTAL</b>			<b>500</b>

The evaluation team will assign a score for each sub-criterion between 1 and 5 with 5 being the highest attainable score. Table 12 below describes the guidelines for scoring.



**Table 12. Scoring Guidelines**

Rating	Relation to Requirements	Strengths	Deficiencies	Weaknesses	Likelihood of Success
Excellent 5	Superior attainment of all requirements	Numerous and significant in key areas	None	Minor, if any	Very High
Good 4	Expected to meet all requirements	Some and significant in key areas	None	Minor, but are far outweighed by strengths	High
Acceptable 3	Capable of meeting all requirements	Some in non-key areas	Minor	Minor, but are outweighed by strengths	Fair
Marginal 2	May not be capable of meeting all requirements	None, or some that are outweighed by weaknesses / deficiencies	Significant	Significant	Poor
Unacceptable 1	Not likely to meet all requirements	None, or some that are far outweighed by weaknesses / deficiencies	Needs major revision	Needs major revision	None

Cost proposals will be scored as described below:

The lowest cost proposal will receive the maximum point total of 150. The remaining cost proposal scores will then be applied in accordance with the following formula:

$$\text{Vendor's cost score} = (\text{Lowest cost proposal} \div \text{Vendor's total cost}) \times 150$$

## 4.2 Initial Compliance Screening

Covered California will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation. Covered California reserves the right to waive minor informalities in a proposal and award contracts that are in the best interest of Covered California.

Initial screening will check for compliance with various content requirements and minimum qualification requirements defined in the RFP. Covered California through Covered California also reserves the right to request clarification from Vendors who fail to meet any initial compliance requirements prior to rejecting a proposal for material deviation from requirements or non-responsiveness.

## **4.3 Minimum Qualifications**

### **4.3.1 Minimum Qualifications- Mandatory**

If the Vendor (Prime and/or Subcontractor) cannot demonstrate compliance with all of these requirements to Covered California, the Vendor proposal will be rejected.

1. Multi-payer business: vendor claims/enrollment data services clients include a minimum of 1 multi-payer arrangements defined as an APDB, CMS Qualified Entity, private health exchange, Medicaid program that involves multi-payer data services, or a "bundled client arrangement" such as a benefits administrator services entity with multiple participating health plans or employers.
2. California Issuer business: vendor claims/enrollment data services clients include at least 2 of the Covered California Issuers that includes claims and enrollment dataset services, including Anthem, Blue Shield of California, Chinese Community Health Plan, Contra Costa Health Plan, Health Net, Kaiser, LA Care, Molina, Sharp, Valley Health Plan, Western Health Advantage. It is desirable, but not mandatory, that vendor has built interfaces to at least half of the Issuers contracted with Covered California
3. Client base: vendor claims/enrollment data services clients account for a minimum of 10 million lives
4. Company size expressed in revenue,, age, profits and headcount meets all of the following: – \$100M in revenue, profitable for 90% of quarters since founding, greater than 5 years in business, and more than 500 employees.

The Vendor is to demonstrate compliance with the above mandatory requirements in Template A Cover Letter and Executive Summary. If the Vendor's Proposal meets the above mandatory requirements, the Vendor's Proposal may be included in the next part of the technical evaluation phase of this RFP — the Competitive Field Determination.

## **4.4 Competitive Field Determinations**

Covered California may determine that certain proposals are within the field of competition for admission to discussions. The field of competition consists of the proposals that receive the highest or most satisfactory evaluations. Covered California may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the field of competition.

Proposals that do not receive at least 70% of the evaluation points for each of the evaluation criteria, may, at the sole discretion of Covered California, be eliminated from further consideration.

## **4.5 Oral Presentations and Site Visits**

Covered California may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more Vendors admitted to the field of competition. The Key Project Personnel as identified in the Vendor's Proposal must be active participants in the oral presentations — Covered California is not interested in corporate or sales personnel being the primary participants in oral presentations. This event, if held, will focus on an understanding of the capabilities of the Vendor and importantly



identified Key Project Personnel's ability to perform consistent with the Vendor's proposal in meeting Covered California's requirements. Covered California will notify selected Vendors of the time and location for these activities, and may supply agendas or topics for discussion. Covered California reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The Vendor's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by Covered California.

## **4.6 Best and Final Offers**

Covered California may, but is not required to, permit Vendors to prepare one or more revised offers. For this reason, Vendors are encouraged to treat their original proposals, and any revised offers requested by Covered California, as best and final offers.

## **4.7 Discussions with Vendors**

Covered California may, but is not required to, conduct discussions with all, some, or none of the Vendors admitted to the field of competition for the purpose of obtaining the best value for Covered California. It may conduct discussions for the purpose of:

- Obtaining clarification of proposal ambiguities;
- Requesting modifications to a proposal; and/or
- Obtaining a best and final offer.

Covered California may make an award prior to the completion of discussions with all Vendors admitted to the field of competition if Covered California determines that the award represents best value to Covered California.

## **4.8 PREFERENCE PROGRAMS**

### **4.8.1 Small Business Preference**

Small Business Regulations: This RFP does not include a minimum Small Business (SB) participation preference. However, bidders are encouraged to sub-contract with SB.

1. Small Business Preferences: Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California Certified Small Businesses (CCSB). Certification must be obtained no later than 5:00 p.m. on the bid due date.

Section 14835, et seq. of the California Government Code (GC) requires a 5% preference be given to bidders who qualify as a SB. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in California Code of Regulations (CCR's), Title 2, Section 1896, and et seq. The SB preference is for California-based Certified SB only.

To claim the CC SB preference, which may not exceed 5% for any bid, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and



DVBE Services (OSDS) by 5:00 p.m. on the bid due date (see Section 1.2) and be verified by such office.

#### **4.8.2 Disabled Veteran Business Enterprise (DVBE) – Declaration & Program Incentive**

This RFP does not require bidders to meet the minimum DVBE participation percentage or goal. However, a bidder must complete and submit the Bidder Declaration – with its proposal package. Failure to complete and submit the required attachment as instructed may render the bid non-responsive. Pursuant to Military and Veterans Code Section 999.2, each State department has a participation goal of not less than 3% for disabled veteran business enterprises. These goals apply to the overall dollar amount expended each year by the awarding department.

#### **4.8.3 Commercially Useful Function (CUF)**

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs who perform a Commercially Useful Function (CUF) relevant to this solicitation may be used to satisfy the DVBE participation goal. The criteria and definition for performing a CUF are below. When responding to this RFP, bidders will need to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

CUF Definition California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing CUF.

As defined in Military Veterans Code §999, a person or an entity is deemed to perform a "CUF" if a person or entity does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a CUF if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation

#### **4.8.4 TACPA**

Preference will be granted to California-based Contractors in accordance with California Government Code Section 4530 et seq., whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code of Regulations (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with



the Final Proposal. Refer to the following website link to obtain the appropriate form with instructions:

[www.documents.dgs.ca.gov/osp/pdf/std830.pdf](http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf)

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

If there is no intention of claiming this preference, the Bidder does not need to submit the STD Form 830.

Bidders seeking the TACPA preference must complete and submit the required form and all necessary attachments with their bids.

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## 5.0 Appendix 1 — Glossary of Acronyms and Terms

Wherever used, the following terms shall be construed as follows:

1. "Accountable Care Organization (ACO)" means the groups of doctors, hospitals and other healthcare providers who voluntarily give coordinated healthcare to their Medicare patients. Coordinated care is to ensure that patients, especially the chronically ill, get the right care at the right time, while avoiding unnecessary duplication of services and preventing medical errors.
2. "Analytic file" means the set of files that is created from Covered California submissions. Analytic Files may include information created through the application of analytic tools or derived from other data sources.
3. "Applicant" means an individual or organization that requests health care data and information in accordance with the procedures and requirements instituted by the Department pursuant to these regulations.
4. "Centers for Medicare and Medicaid Services (CMS)" means the federal agency that administers the Medicare program and works with the state government agencies to administer the Medicaid programs. In addition, this agency also ensures the administrative simplification of HIPAA and quality standards in long term care facilities, etc. among other areas of focus.
5. "Consumer Assessment of Healthcare Providers and Systems (CAHPS)" means the survey results data that is available based on consumers and patients report and evaluations of their experience with healthcare
6. "Data aggregator/data aggregation" means a vendor selected by the Covered California that has a contract to act on behalf of Covered California to collect and process health care claims data on behalf of the Director.
7. "De-identified health information" means information that does not identify an individual provider, patient, member or enrollee. De-identification means that such health information shall not be individually identifiable and shall require the removal of direct personal identifiers associated with patients, members or enrollees.
8. "Direct Personal Identifier" means any information, as to a member, other than case or code numbers used to create anonymous or encrypted data, that plainly discloses the identity of an individual, including:
  - (a) Names;
  - (b) Business names when that name would serve to identify a person;
  - (c) All elements of dates (except year) for dates directly related to an individual, including birth dates, admission date, discharge date, date of death, and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older;
  - (d) All geographic subdivisions smaller than a state, except for zip codes that meet the criteria set out in 45 C.F.R. 164.514(b);
  - (e) Specific latitude and longitude or other geographic information that would be





- used to derive postal address;
- (f) Telephone and fax numbers;
  - (g) Electronic mail addresses;
  - (h) Social Security numbers;
  - (i) Vehicle identifiers and serial numbers, including license plate numbers;
  - (j) Medical record numbers;
  - (k) Health plan beneficiary numbers;
  - (l) Account numbers;
  - (m) Certificate/license numbers;
  - (n) Personal Internet protocol (IP) addresses and uniform resource locators (URL), including those that identify a business that would serve to identify a person;
  - (o) Device identifiers and serial numbers;
  - (p) Biometric identifiers, including finger and voice prints; and
  - (q) Personal photographic images;
  - (r) Any other unique patient identifying number, characteristic, but not including the Encrypted Unique Identifier.
9. "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
10. "Encrypted unique identifier" means a code or other means of record identification to allow each patient, member or enrollee to be tracked across the data set, including across payers and over time, without revealing direct personal identifiers. Encrypted unique identifiers are assigned to each patient, member or enrollee in order that all direct personal identifiers can be removed from the data when data is submitted. Using the encrypted unique identifier, all records relating to a patient, member or enrollee can be linked for analytical, public reporting and research purposes without identifying the patient, member or enrollee.
11. "Encrypted unique identifier vendor" means a vendor selected and approved by the Director to collect demographic data only from Insurers, assign an encrypted unique identifier to each patient, member, or enrollee, and transmit that identifier to the Insurer.
12. "Encryption" means a method by which the true value of data has been disguised in order to prevent the identification of persons or groups, and which does not provide the means for recovering the true value of the data.
13. "Essential Community Providers (ECP)" means the providers that predominately serve low-income medically underserved individuals
14. "eValue8" means the annual healthcare accountability and quality improvement assessment process and survey used by employers and coalition partners to gather healthcare data from plans across the nation.
15. "Hashing" means a one-way method by which the true value of data has been transformed (through the conversion of the information into an unrecognizable string of characters) in order to prevent the identification of persons or groups. True value



of hashed elements is deliberately non-recoverable by any recipient, including the Data Aggregator.

16. "Health benefit plan" means a policy, contract, certificate or agreement entered into, or offered by an Insurer to provide, deliver, arrange for, pay for or reimburse any of the costs of health care services.
17. "Health care data set" means a collection of individual data files, including medical claims files, member eligibility files and provider files, whether in electronic or manual form.
18. "Healthcare Effectiveness Data and Information Set (HEDIS)" means the set of performance measures utilized that compare how well a plan performs against national and regional benchmarks in several domains of care, such as quality of care, access to care and member satisfaction with the health plan and doctors, etc.
19. "Health care provider" means any person or entity licensed to provide or lawfully providing health care services, including, but not limited to, a physician, hospital, intermediate care facility or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, psychiatric social worker, pharmacist or psychologist, and any officer, employee, or agent of that provider acting in the course and scope of his or her employment or agency related to or supportive of health care services.
20. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.
21. "IOCP" means Intensive Outpatient Care Program that provides care coordination and intensive support for identified high risk individuals with medically complex needs.
22. "Insurer" means any entity subject to the insurance laws and regulations of California, that contracts or offers to contract to provide, deliver, arrange for, pay for, or reimburse any of the costs of health care services, including, without limitation, an insurance company offering accident and sickness insurance, a health maintenance organization.
23. "Medical claims file" means all submitted and non-denied adjudicated claims for each billed service paid by an Insurer as defined in §18 on behalf of a Member as defined in §17 regardless of where the service was provided. This data file includes but is not limited to service level remittance information including, but not limited to, member encrypted unique identifier, provider information, charge/payment information, and clinical diagnosis/procedure codes
24. "Member" means a California resident who is a subscriber and any spouse or dependent who is covered by the subscriber's policy under contract with an Insurer.
25. "Member eligibility file" means a data file composed of demographic information for each individual member eligible for medical benefits, for one or more days of coverage at any time during the reporting month.
26. "Office of Statewide Health Planning and Development (OSHPD)" means the California agency responsible for collecting data and disseminating information about California's healthcare infrastructure, promoting an equitably distributed healthcare workforce, and publishing valuable information about healthcare outcomes.



27. "Patient" means any person in the data set that is the subject of the activities of the claim submitted to and/or paid by the Insurer or covered by the health benefits plan.
28. "Personally identifiable information" means information, as to a member, relating to an individual that contains direct personal identifiers.
29. "Primary Care Medical Home (PCMH)" means the model for transforming an organization and delivery of primary care to improve quality, efficiency, safety and effectiveness of healthcare. This is also referred to as the Patient Centered Medical Home, advanced primary care and the healthcare home.
30. "Qualified Health Plans (QHP)" means the contracted Issuers that are the basis for the Covered California business, and have all signed contracts including the data submission language in the QHP Contract, included as Attachment 7. Note: Several Issuers offer multiple plans/products (HMO, EPO, PPO). Further, one of the twelve issuers is currently not being offered on the Exchange but may be reactivated at any time.
31. "Subscriber" means the individual responsible for payment of premiums to an Insurer or whose employment is the basis for eligibility for membership in a health benefit plan.
32. "Third-party payer" means a state agency that pays for health care services, or an Insurer, carrier, including a carrier that provides only administrative services for plan sponsors, nonprofit hospital, medical services organization, or managed care organization licensed in California.